

FILED

APR 01 2025

INSURANCE REGULATION
Docketed by: *[Signature]*



OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:

U.S. ATLANTIC SOLUTIONS, LLC
dba CHAMPION CAR WARRANTY

Index: OIR 2025-36

CASE NO.: 400533-24

IMMEDIATE FINAL ORDER TO CEASE AND DESIST

TO: U.S. ATLANTIC SOLUTIONS, LLC
dba CHAMPION CAR WARRANTY
c/o Ralph Anteby and Jack Yedid
2020 North Academy Blvd #261
Colorado Springs, Colorado 80909

The STATE OF FLORIDA, OFFICE OF INSURANCE REGULATION (“OIR”) hereby enters this Immediate Final Order to Cease and Desist, pursuant to the Florida Insurance Code and chapter 120, Florida Statutes, against U.S. ATLANTIC SOLUTIONS, LLC dba CHAMPION CAR WARRANTY (“CHAMPION”).

FINDINGS OF FACT

CHAMPION

1. CHAMPION CAR WARRANTY is a trade name of U.S. ATLANTIC SOLUTIONS LLC.
2. U.S. ATLANTIC SOLUTIONS LLC is registered in Colorado as a Limited Liability Company.

3. CHAMPION's principal place of business is 2020 North Academy Blvd #261, Colorado Springs, Colorado 80909.

4. Ralph Anteby and Jack Yedib appear to be the owners of CHAMPION.

5. As recently as October 9, 2024, CHAMPION operated a website under the URL "championcarwarranty.com." That website appears to be no longer active.

6. Based on championcarwarranty.com, CHAMPION offered to provide coverage to motor vehicles that the manufacturer's warranty no longer covered. *See* Exhibits 1–4.

7. Based on championcarwarranty.com, CHAMPION's service agreements covered losses to motor vehicles caused by failure of any mechanical or other component part, or any mechanical or other component part that does not function as it was originally intended. *See* Exhibits 2, 4.

8. Based on championcarwarranty.com, CHAMPION was not the manufacturer or dealer of the vehicles for which it offered service agreements. *See* Exhibits 2.

9. CHAMPION is not a registered business entity in the State of Florida.

10. CHAMPION is not licensed as a motor vehicle service agreement company in the State of Florida.

11. CHAMPION is not an authorized insurer in the State of Florida.

12. CHAMPION was providing or offering to provide motor vehicle service agreements to Florida consumers without a license to do so from the OIR.

OIR's Investigation

13. A customer of CHAMPION sent a complaint to the OIR on August 6, 2024. The customer alleged that CHAMPION was delaying the handling of the customer's claim and that CHAMPION was not responding to the customer's attempts to communicate with CHAMPION.

14. On August 7, 2024, and August 14, 2024, the OIR attempted to contact CHAMPION by calling the phone number listed on CHAMPION's website. No one from CHAMPION answered the OIR's calls, and the calls were not completed.

15. On August 14, 2024, the OIR also emailed CHAMPION. In the email, the OIR informed CHAMPION of the customer's complaint. The OIR also requested information on the customer's Vehicle Service Policy ("VSP"), as well as a description of how CHAMPION markets and sells its VSPs. *See Exhibit 2.* CHAMPION did not respond to the OIR's email. *See Exhibit 5.*

16. On August 21, 2024, the OIR emailed CHAMPION again. In the email, the OIR reiterated the requests that it had made in its August 14, 2024 email and requested that CHAMPION acknowledge receipt of the email and forward the email to the appropriate person. *See Exhibit 6.* CHAMPION did not respond to the OIR's email.

CONCLUSIONS OF LAW

OIR Has Jurisdiction To Issue This Final Order

17. Section 20.121(3)(a)1., Florida Statutes (2024), provides that the OIR shall be responsible for all activities concerning insurers and other risk bearing entities, including, among other things, licensing, rates, policy forms, market conduct, and claims.

18. Section 624.01, Florida Statutes (2024), provides that chapters 624–632, 634, 635, 636, 641, 648, and 651 are the "Florida Insurance Code."

19. The OIR is responsible for the administration and enforcement of the Florida Insurance Code and has jurisdiction over CHAMPION pursuant to section 20.121(3)(a)1. and the Florida Insurance Code.

20. Chapter 28-106, *Florida Administrative Code*, applies in all proceedings in which the OIR determines the substantial interests of a party, and the OIR must construe it to secure the just, speedy, and inexpensive determination of every proceeding.

21. Chapter 28-106 applies to all proceedings under chapter 120, Florida Statutes, with only three exceptions: (i) where the agency has adopted rules covering the subject matter pursuant to section 120.54(5)(a)2.; (ii) agency investigations or determinations of probable cause preliminary to agency action; or (iii) mediation conducted pursuant to section 120.573, Florida Statutes (2024). *See Fla. Admin. Code. R. 28-106.101.*

22. The OIR concludes that this proceeding does not qualify for one of the exceptions listed in Rule 28-106.101, *Florida Administrative Code*.

OIR May Issue This Immediate Final Order To Cease And Desist

23. The OIR may issue an immediate final order requiring CHAMPION to cease and desist from providing or offering to provide motor vehicle service agreements to the residents of Florida because CHAMPION is violating section 634.031(1), Florida Statutes (2024).

24. Under section 634.031(1), a person must have a valid license to offer to sell motor vehicle service agreements in Florida:

A person may not transact, administer, or market, attempt to transact, administer, or market, or in any manner hold itself out as transacting, administering, or marketing the service agreement business, on behalf of herself or himself or itself, in this state or from this state unless it is authorized to do so under a subsisting license issued to it by the office.

§ 634.031(1), Fla. Stat.

25. The OIR “may, pursuant to section 120.569, in its discretion and without advance notice or hearing issue an immediate final order to cease and desist to any person or entity which violates” section 634.031(1). § 634.031(4), Fla. Stat.

26. If the OIR finds that an immediate serious danger to the public health, safety, or welfare requires emergency action, the OIR may enter an emergency order taking emergency action as is authorized by law. *See Fla. Admin. Code. R. 28-106.501.*

27. When the OIR finds that an immediate final order is necessary and authorized by law, the OIR shall recite with particularity the facts underlying such finding in the final order, which shall be appealable or enjoicable from the date rendered. *See § 120.569(2)(n), Fla. Stat.*

28. The Legislature has found that a violation of section 634.031(1) constitutes an imminent and immediate threat to the public health, safety, and welfare of the residents of this State. § 634.031(4), Fla. Stat.

29. Accordingly, to issue an immediate final order requiring that CHAMPION cease and desist from transacting, administering, marketing, attempting to transact, administer, or market, or holding itself out as transacting, administering, or marketing the motor vehicle service agreement business in Florida without a license from the OIR, the OIR need only recite with particularity the facts underlying the OIR's finding that CHAMPION violated section 634.031(1). *Compare § 120.569(2)(n), Fla. Stat., with § 634.031(4), Fla. Stat.*

CHAMPION Violated Section 634.031(1)

30. CHAMPION violated section 634.031(1).

31. Section 634.031(1) states that a person may not transact, administer, market, attempt to transact, administer, or market, or in any manner hold itself out as transacting, administering, or marketing the service agreement business, on behalf of herself or himself or itself, in Florida or from Florida unless it is authorized to do so under a subsisting license that the OIR has issued to it. § 634.031(1), Fla. Stat.

32. Section 634.011(8) defines a “service agreement” as any contract or agreement indemnifying the service agreement holder for the motor vehicle listed on the service agreement and arising out of the ownership, operation, and use of the motor vehicle against loss caused by failure of any mechanical or other component part, or any mechanical or other component part that does not function as it was originally intended. § 634.011(8), Fla. Stat.

33. “ ‘Indemnify’ means to undertake repair or replacement of a consumer product, or pay compensation for such repair or replacement by cash, check, store credit, gift card, or other similar means, in return for the payment of a segregated premium, when such consumer product suffers operational failure.” § 634.401(5), Fla. Stat.

34. “Service agreement” does not include manufacturers or dealers giving the usual performance guarantees free of charge in connection with the sale of motor vehicles. *Id.*

35. Nor does it include motor vehicle service agreements that section 624.125 describes.¹ *Id.*

36. Here, CHAMPION has transacted, administered, marketed, provided or has offered to transact, administer, market or provide motor vehicle service agreements to the residents of Florida without a license from the OIR. Additionally, CHAMPION is not the manufacturer or

¹ Section 624.125 describes a limited subset of motor vehicle service agreements: (a) the premium charged for the agreement does not exceed a total of fifty dollars annually or fifty dollars for the term of the agreement, or the difference in the price of substantially similar parts, or service connected therewith, sold with and without the agreement does not exceed a total of fifty dollars annually or fifty dollars for the term of the agreement; (b) the agreement is entered into incidentally to the sale of the part or parts or to the service connected therewith by the person soliciting, offering providing, entering into, issuing, or delivering the motor vehicle service agreement; and (c) no other agreements are solicited, offered, provided, entered into, issued, or delivered by such person at any time on any other mechanical or component part or parts or service connected therewith on the same motor vehicle where the total of all payments exceeds fifty dollars annually or fifty dollars for the term of the agreement. *See generally* § 624.125, Fla. Stat.

dealer of the vehicles offering the usual performance guarantees free of charge in connection with the sale of motor vehicles.

37. CHAMPION's activities do not fall within the exceptions, exclusions or exemptions provided in chapter 634, part I, Florida Statutes; section 624.125; or any other provision of the Florida Statutes or federal law.

38. Furthermore, CHAMPION failed to respond to the OIR's repeated attempts to contact CHAMPION about consumer complaints against CHAMPION regarding CHAMPION offering vehicle service agreements.

39. CHAMPION's failure to timely respond to the OIR's inquiries hinders not only the OIR's ability to investigate more fully CHAMPION's violations of section 634.031(1) but also to examine the merits of consumer complaints, such as the one that this order previously mentioned.

40. Consequently, the OIR finds that it is lawful and appropriate to issue this immediate final order, without advance notice or hearing, requiring that CHAMPION cease and desist from providing or offering to provide motor vehicle service agreements to the residents of Florida.

41. The OIR finds that CHAMPION's violation of section 634.031(1) is an immediate danger to the public health, safety, or welfare and requires emergency action.

42. CHAMPION failed to respond to the OIR's repeated attempts to contact CHAMPION about its activities. As such, the OIR finds that CHAMPION's violations of 634.031(1) are likely to continue because CHAMPION may reopen championcarwarranty.com to the public and that this immediate final order is necessary to stop such violations of Florida law. *See Kodsy v. Dep't Fin. Servs.*, 972 So. 2d. 999, 1002 (Fla. 4th DCA 2008) (detailing due process requirements for an immediate final order).

43. The OIR further concludes that this order is sufficiently narrowly tailored to address CHAMPION's conduct because the order only requires that CHAMPION refrain from continuing to engage in the above-described unlawful activity. *See id.*

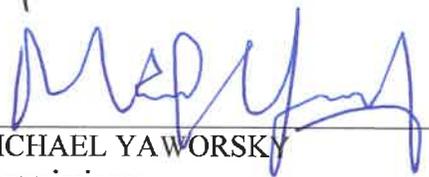
ORDER

44. Based on the foregoing Findings of Fact and Conclusions of Law, the OIR hereby issues the following **ORDER**:

45. CHAMPION shall cease and desist from providing any motor vehicle service agreements to the residents of Florida.

DONE and ORDERED this 2 day of April, 2025.




MICHAEL YAWORSKY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to section 120.569(2)(n), Florida Statutes (2024), Rule 28-106.501, *Florida Administrative Code*, and Rule 9.110, Florida Rules of Appellate Procedure. Review proceedings must be instituted by filing a Petition or Notice of Appeal with the Agency Clerk at 200 East Gaines Street, Tallahassee, Florida 32399-4206, and a copy of the same and filing fee with the appropriate District Court of Appeal within thirty (30) days of the rendition of this Order. Mediation under section 120.573 is not available for this agency action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Order to Cease and Desist has been sent by U.S. Certified Mail this _____ day of _____, 2025, to:

ATLANTIC SOLUTIONS, LLC
dba CHAMPION CAR WARRANTY
c/o Ralph Anteby and Jack Yedid
2020 North Academy Blvd #261
Colorado Springs, Colorado 80909

Gregory J. Mill
Florida Bar No. 1055084
Assistant General Counsel
Florida Office of Insurance Regulation
200 E. Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-4108
Email: gregory.mill@flor.com

EXHIBIT 1

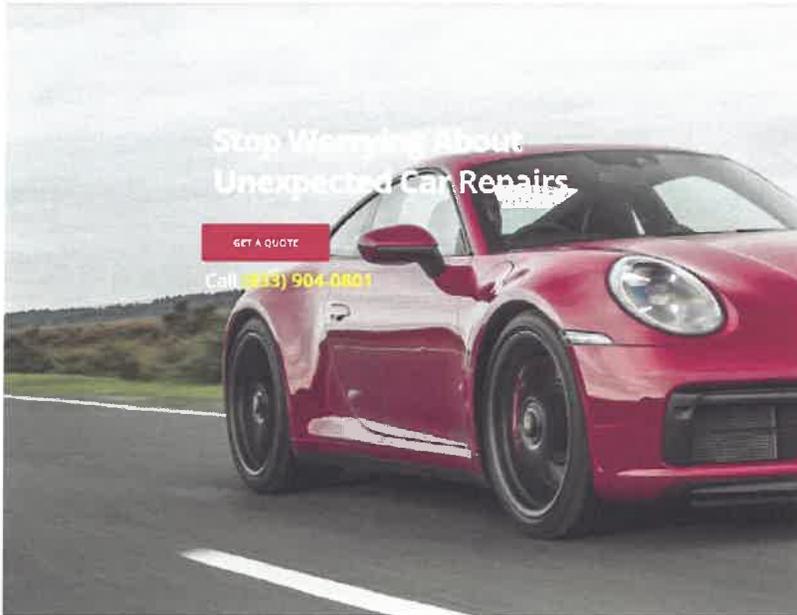
championcarwarranty.com



ABOUT FAQ PLANS CLAIMS/SERVICE CONTACT

(833) 904-0801

GET A QUOTE



Stop Worrying About Unexpected Car Repairs

GET A QUOTE

Call (833) 904-0801

Get your FREE Quote

Get Another Quote On The Best Rated Vehicle Protection Plan Available

Registration State

Vehicle Make

Vehicle Model

Vehicle Year

Vehicle Mileage

Florida

Vehicle Type

Vehicle Color

Vehicle Trim

Vehicle Options

Vehicle VIN

Vehicle Title

Vehicle License

Vehicle Registration

Vehicle Insurance

Vehicle Title Insurance

Vehicle License Insurance

Vehicle Registration Insurance

Vehicle Insurance Insurance

Vehicle Title Insurance Insurance

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Vehicle License Insurance Insurance

Vehicle Registration Insurance Insurance

http://championcarwarranty.com/contacts.html



ABOUT FAQ PLANS CLAIMS/SERVICE CONTACT

(833) 904-0801

GET A QUOTE



We are here to help!

Champion Car Warranty is committed to customer satisfaction and team fulfillment. We always aim to uphold the highest standards of excellence and strive so our drivers can stop worrying about unexpected car repairs. Follow the steps to log in right and one of our representatives will get back to you shortly regarding your inquiry.

Phone:

Sales: (833) 904-0801

Email:

info@championcarwarranty.com

Contact us

We will be happy to answer your questions.

First Name *

Last Name *

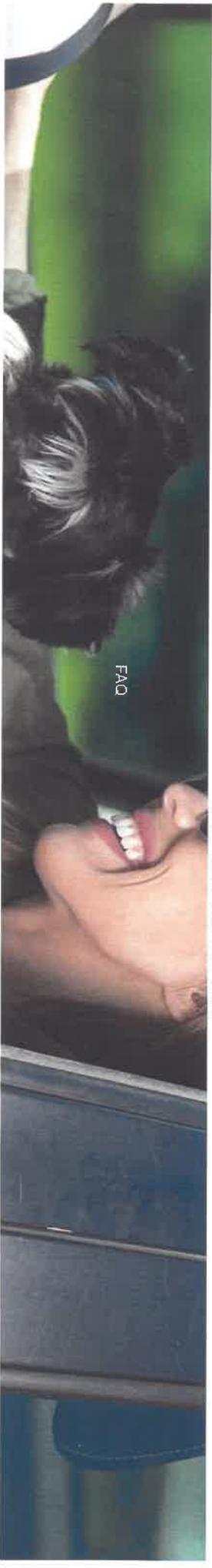
Phone *

Email *

Message required

Submit

EXHIBIT 2



Frequently Asked Questions

- 1. What is extended auto warranty?
- 2. Does my car qualify?
- 3. Do I really need extended warranty?
- 4. What is covered under my plan?
- 5. What does extended warranty really do?
- 6. What part types are covered under my plan?
- 7. How do I file a claim?
- 8. When can I use my policy protection plan?
- 9. Can I keep renewing?



BRONZE STANDARD

@Engine

- ⊗ Transmission
- ⊗ Cooling System
- ⊗ Brake System
- ⊗ Electrical System
- ⊗ Drive Axle
- ⊗ Trip Interruption
- ⊗ Gas Refill
- ⊗ Roadside Assistance
- ⊗ Rental Car
- ⊗ Lock Out
- ⊗ Steering System
- ⊗ ABS Brakes
- ⊗ AC System
- ⊗ Heating System
- ⊗ Fuel System
- ⊗ Turbo/Supercharger
- Hi-Tech
- Front Suspension
- Back Suspension
- AWD 4x4

4.3 out of 5 stars • 3,032



GOLD STANDARD

@Engine

- ⊗ Transmission
- ⊗ Cooling System
- ⊗ Brake System
- ⊗ Electrical System
- ⊗ Drive Axle
- ⊗ Trip Interruption
- ⊗ Gas Refill
- ⊗ Roadside Assistance
- ⊗ Rental Car
- ⊗ Lock Out
- ⊗ Steering System
- ⊗ ABS Brakes
- ⊗ AC System
- ⊗ Heating System
- ⊗ Fuel System
- ⊗ Turbo/Supercharger
- Hi-Tech
- Front Suspension
- Back Suspension
- AWD 4x4
- ⊗ Hybrid & EV Components



SILVER STANDARD

@Engine

- ⊗ Transmission
- ⊗ Cooling System
- ⊗ Brake System
- ⊗ Electrical System
- ⊗ Drive Axle
- ⊗ Trip Interruption
- ⊗ Gas Refill
- ⊗ Roadside Assistance
- ⊗ Rental Car
- ⊗ Lock Out
- ⊗ Steering System
- ⊗ ABS Brakes
- ⊗ AC System
- ⊗ Heating System
- ⊗ Fuel System
- ⊗ Turbo/Supercharger
- Hi-Tech
- Front Suspension
- Back Suspension
- AWD 4x4

(833) 904-0801



Office: (850) 413-5058

EXHIBIT 5

PRIVILEGED AND CONFIDENTIAL EXAMINATION / INVESTIGATION COMMUNICATION, EXEMPT FROM PUBLIC DISCLOSURE OR INSPECTION, PURSUANT TO SECTION 624.319 (3)(a) AND (b), FLORIDA STATUTES.

From: Parrish, Chiquita

Sent: Wednesday, August 14, 2024 3:41 PM

To: info@championcarwarranty.com

Cc: McGlynn, Karen <Karen.McGlynn@flor.com>; Romero, Eduardo <Eduardo.Romero@flor.com>

Subject: Service Request# 1-1164407611 Champion Car Warranty- Consumer Complaint

Importance: High

To whom it may concern:

The Florida Office of Insurance Regulation (“OIR”) is currently reviewing a complaint for a Florida Consumer (Service Request # 1-1164407611) concerning a claim issue. The resident purchased a Vehicle Protection Policy from Champion Car Warranty and has not been able to contact the company since a claim has been filed. At this time OIR’s search for internal records cannot determine that Champion Car Warranty is currently licensed in Florida pursuant to Chapter 634, Part I, Florida Statutes.

In order to resolve this matter, OIR is requesting that Champion Car Warranty provide the following information on an Excel Spreadsheet showing a comprehensive list of each Florida consumer to which a Vehicle Service Policy is currently in force. Please include the following information:

- Vehicle Service Policy (VSP) Number
- Purchase Date of VSP
- Effective Date of VSP (if different from purchase Date)
- Expiration Date of VSP
- Term and mileage of VSP
- Total amount paid by service agreement holder (gross premium)

In addition, please provide a brief description on how the VSPs are marketed and sold. Please reply at your earliest convenience but no later than August 19, 2024, close of business. If you have any questions or need any additional information, please contact me.

Kind Regards,

Chiquita Parrish, MBA, |



MCM
Insurance Analyst IV
P&C Market Regulation

Chiquita.parrish@flor.com
Office: (850) 413-5058

**Florida Office of
Insurance
Regulation**
200 East Gaines
Street,
Tallahassee, FL 32399
www.FLOIR.com

EXHIBIT 5

PRIVILEGED AND CONFIDENTIAL EXAMINATION / INVESTIGATION COMMUNICATION, EXEMPT FROM PUBLIC DISCLOSURE OR INSPECTION, PURSUANT TO SECTION 624.319 (3)(a) AND (b), FLORIDA STATUTES.

EXHIBIT 6

From: [Parrish, Chiquita](#)
To: info@championcarwarranty.com
Cc: [McGlynn, Karen](#); [Romero, Eduardo](#)
Subject: RE: Service Request# 1-1164407611 Champion Car Warranty- Consumer Complaint-2nd request
Date: Wednesday, August 21, 2024 8:48:00 AM
Attachments: [image001.png](#)
Importance: High

To whom it may concern:

The Florida Office of Insurance Regulation (“OIR”) is currently reviewing a complaint for a Florida Consumer (Service Request # 1-1164407611) concerning a claim issue. OIR has sent an email on August 14, 2024, requesting information to assist in the matter. It is below for your reference. Please respond to this request as soon as possible. **Please forward this email to the appropriate person for handling and kindly acknowledge receipt of this email by way of a response.** Thank you.

“The Florida Office of Insurance Regulation (“OIR”) is currently reviewing a complaint for a Florida Consumer (Service Request # 1-1164407611) concerning a claim issue. The resident purchased a Vehicle Protection Policy from Champion Car Warranty and has not been able to contact the company since a claim has been filed. At this time OIR’s search for internal records cannot determine that Champion Car Warranty is currently licensed in Florida pursuant to Chapter 634, Part I, Florida Statutes.

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- *Total amount paid by service agreement holder (gross premium)*

In addition, please provide a brief description on how the VSPs are marketed and sold. Please reply at your earliest convenience but no later than August 19, 2024, close of business. If you have any questions or need any additional information, please contact me.”

Kind Regards,

**Chiquita Parrish, MBA,
MCM**

Insurance Analyst IV
P&C Market Regulation

Chiquita.parrish@floir.com

**Florida Office of
Insurance
Regulation**
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Street,
Tallahassee, FL 32399
www.FLOIR.com