

AUG 28 2025

INSURANCE REGULATION
Docketed by: *[Signature]*

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

Index: OIR 2025-167

IN THE MATTER OF:

CASE NO.: 401311-25-CO

AMERICAN MOBILE INSURANCE EXCHANGE

CONSENT ORDER

THIS CAUSE came for consideration as the result of a market conduct examination of AMERICAN MOBILE INSURANCE EXCHANGE ("AMERICAN MOBILE") conducted by the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE"). The OFFICE having considered the records in this case and being otherwise fully advised in the premises, finds as follows:

JURISDICTION AND PARTIES

1. The OFFICE has jurisdiction over AMERICAN MOBILE and the subject matter of this proceeding.
2. AMERICAN MOBILE is a domestic property and casualty reciprocal insurer that became authorized to transact property and casualty insurance in Florida through a subsisting Certificate of Authority. AMERICAN MOBILE is operated by its attorney-in-fact, American Mobile Risk Management, LLC. AMERICAN MOBILE is authorized to write Fire, Mobile Home Multi-Peril, and Mobile Home Physical Damage in the State of Florida.

BACKGROUND

3. On or about April 21, 2025, the OFFICE completed a targeted Market Conduct Examination of AMERICAN MOBILE (“Exam”). The OFFICE completed the Exam in accordance with section 624.3161(7)(b), Florida Statutes. As part of the Exam, the OFFICE reviewed AMERICAN MOBILE’s Hurricane Ian and Hurricane Idalia claims-handling operations and issued a report with the OFFICE’s findings.

4. The OFFICE documented the following violations of the Florida Insurance Code.

- a. AMERICAN MOBILE utilized adjusters who were properly licensed as Florida claims adjusters by the Department of Financial Services (“Department”), but were not appointed by American Mobile to adjust Hurricane Ian claims (section 626.112(1)(a), Florida Statutes);
- b. AMERICAN MOBILE failed to send policyholders a copy of any detailed estimate of the amount of the loss within seven days after their estimate was generated for Hurricane Idalia claims (section 627.70131(3)(e), Florida Statutes);
- c. AMERICAN MOBILE provided a disclosure statement to policyholders when providing a preliminary or partial estimate of damage regarding Hurricane Ian or Hurricane Idalia claims that did not comply with the requirements of section 627.70131(6)(a), Florida Statutes;
- d. AMERICAN MOBILE provided a disclosure statement to policyholders with a payment on a claim that was not the full and final payment on Hurricane Ian and Hurricane Idalia claims that did

not comply with the requirements of section 627.70131(6)(b), Florida Statutes; and

- e. AMERICAN MOBILE failed to provide a Homeowner's Claims Bill of Rights to policyholders within fourteen days after receiving an initial communication with respect to Hurricane Ian claims (section 627.7142, Florida Statutes).

VIOLATIONS OF THE FLORIDA INSURANCE CODE

AMERICAN MOBILE violated section 626.112(1)(a) because it utilized adjusters who were properly licensed as Florida claims adjusters by the Department but not appointed by American Mobile.

5. Section 626.112(1)(a) provides that no person may be, act as, or advertise or hold himself or herself out to be an insurance agent, insurance adjuster, or customer representative unless he or she is currently licensed by the Department and appointed by an appropriate appointing entity or person.

6. In fifty-four instances, the OFFICE documented that AMERICAN MOBILE utilized adjusters who were properly licensed as Florida claims adjusters by the Department, but who were not appointed by AMERICAN MOBILE.

AMERICAN MOBILE violated section 627.70131(3)(e) because it failed to send the policyholder a copy of the detailed estimate of the amount of the loss within seven days after the estimate was generated for Hurricane Idalia claims.

7. Section 627.70131(3)(e) provides that the insurer must send the policyholder a copy of any detailed estimate of the amount of the loss within seven days after the estimate is generated by an insurer's adjuster.

8. In six instances, the OFFICE documented that AMERICAN MOBILE failed to send the policyholder a copy of any detailed estimate of the amount of the loss within seven days after the estimate was generated by AMERICAN MOBILE's adjuster.

AMERICAN MOBILE violated section 627.70131(6)(a) because it provided a preliminary or partial estimate of damages disclosure statement to policyholders with a payment on Hurricane Ian or Hurricane Idalia claims that did not comply with the requirements of the statute.

9. Section 627.70131(6)(a) provides that when providing a preliminary or partial estimate of damage regarding a claim, an insurer shall include with the estimate the following statement printed in at least 12-point bold, uppercase type:

THIS ESTIMATE REPRESENTS OUR CURRENT EVALUATION OF THE COVERED DAMAGES TO YOUR INSURED PROPERTY AND MAY BE REVISED AS WE CONTINUE TO EVALUATE YOUR CLAIM. IF YOU HAVE QUESTIONS, CONCERNS, OR ADDITIONAL INFORMATION REGARDING YOUR CLAIM, WE ENCOURAGE YOU TO CONTACT US.

10. In 217 instances, the OFFICE documented that AMERICAN MOBILE provided a preliminary or partial estimate of damages disclosure statement to policyholders with a payment on Hurricane Ian or Hurricane Idalia claims that did not comply with the requirements of section 627.70131(6)(a).

AMERICAN MOBILE violated section 627.70131(6)(b) because it provided a disclosure statement with a payment on a claim that was not the full and final payment on Hurricane Ian and Hurricane Idalia claims and did not comply with the requirements of the statute.

11. Section 627.70131(6)(b) provides that when providing a payment on a claim which is not the full and final payment for the claim, an insurer shall include with the payment the following statement printed in at least 12-point bold, uppercase type:

WE ARE CONTINUING TO EVALUATE YOUR CLAIM INVOLVING YOUR INSURED PROPERTY AND MAY ISSUE ADDITIONAL PAYMENTS. IF YOU HAVE QUESTIONS, CONCERNS, OR ADDITIONAL INFORMATION REGARDING YOUR CLAIM, WE ENCOURAGE YOU TO CONTACT US.

12. In seventy-six instances, the OFFICE documented that AMERICAN MOBILE provided, when providing a payment on Hurricane Ian or Hurricane Idalia claims that was not the full and final payment, a disclosure statement that did not comply with the requirements of section 627.70131(6)(b).

AMERICAN MOBILE violated section 627.7142, because after receiving an initial communication regarding a Hurricane Ian claim, it did not provide a Homeowner Claims Bill of Rights within fourteen days.

13. Section 627.7142 provides that an insurer issuing a personal lines residential property insurance policy in this state must provide a Homeowner Claims Bill of Rights to a policyholder within fourteen days after receiving an initial communication with respect to a claim.

14. In twenty-eight instances, the OFFICE documented that AMERICAN MOBILE did not provide policyholders with a Homeowner Claims Bill of Rights within fourteen days after receiving the policyholders' initial communication with respect to Hurricane Ian claims.

CONCLUSION

15. Section 624.418, Florida Statutes, provides that the OFFICE may, in its discretion, suspend or revoke the certificate of authority of an insurer if it finds that the insurer has violated any provision of the Florida Insurance Code.

16. Section 624.4211, Florida Statutes, provides that if the OFFICE finds that one or more grounds exist for the discretionary revocation or suspension of a certificate of authority

issued under chapter 624, it may, in lieu of such revocation or suspension, impose a fine upon the insurer.

17. The OFFICE finds that AMERICAN MOBILE has violated sections 626.112(1)(a), 627.70131(3)(e), (6)(a)-(b), and 627.7142.

18. AMERICAN MOBILE agrees to pay an administrative fine in the amount of \$400,000 U.S. Dollars (“USD”) and administrative costs in the amount of \$2,000 USD to the OFFICE within ten days of the execution of this Consent Order. AMERICAN MOBILE shall not provide payment before the Commissioner executes this Consent Order. AMERICAN MOBILE shall send its payment to the address reflected on the invoice attached hereto as “Exhibit A.”

19. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

20. AMERICAN MOBILE agrees that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon AMERICAN MOBILE’s certificate of authority in this state, in accordance with sections 120.569(2)(n) and 120.60(6), Florida Statutes.

21. AMERICAN MOBILE additionally agrees that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may be considered willful and subject AMERICAN MOBILE to appropriate penalties and fines, as specifically authorized by law.

22. AMERICAN MOBILE additionally agrees that any future violations of the statutes or rules named herein may be deemed willful, subjecting AMERICAN MOBILE to penalties as the OFFICE deems appropriate.

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

24. Except as noted above, each party to this action shall bear its own costs.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

25. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy of this Consent Order bearing the notarized signature of the authorized representative of AMERICAN MOBILE.

WHEREFORE, the agreement between AMERICAN MOBILE INSURANCE EXCHANGE and the FLORIDA OFFICE OF INSURANCE REGULATION, the terms and conditions of which are set forth above, is APPROVED.

All terms and conditions contained herein are hereby ORDERED.

DONE AND ORDERED this 28 day of August, 2025.



A handwritten signature in blue ink, appearing to read "Michael Yaworsky", is written over a horizontal line.

Michael Yaworsky, Commissioner
Office of Insurance Regulation

By execution hereof, AMERICAN MOBILE INSURANCE EXCHANGE consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind AMERICAN MOBILE INSURANCE EXCHANGE, to the terms and conditions of this Consent Order.

AMERICAN MOBILE INSURANCE EXCHANGE

By: [Signature]

[Corporate Seal]

Print Name: Matthew LeBrier

Title: Manager

Date: 8/20/25

STATE OF California

COUNTY OF San Diego

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 20th day of August 2025, by Matthew LeBrier

as President for K2 Insurance Services LLC

(type of authority; e.g., officer, trustee, attorney-in-fact)

(company name)

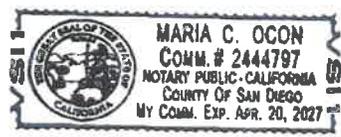
[Signature: Maria C. Deon]
(Signature of the Notary)

Maria C Deon
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires April 20, 2027



COPIES FURNISHED TO:

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Exhibit A



MICHAEL YAWORSKY
COMMISSIONER

INVOICE

AMERICAN MOBILE INSURANCE EXCHANGE
6170 CENTRAL AVE N #300
ST. PETERSBURG, FL 33707

INVOICE DATE: August 6, 2025

INVOICE #: OIR 25-041587

P&C Market Regulation/Requested by Carson Gaines/Matter Number 401311-25-CO

Description	Units	Rate	Price
1105J: FINE	1.00	\$400,000.00	\$400,000.00
1249J: ADMINISTRATIVE COSTS	1.00	\$2,000.00	\$2,000.00

TOTAL: \$402,000.00

PAYMENT DUE UPON RECEIPT: \$402,000.00

Pay by Wire (ACH) Instructions:

1. Do not alter the amount due
2. Remember to include the OIR invoice number in the body of the wire payment
3. Include company name

Bank: WELLS FARGO, N.A.
1 INDEPENDENT DRIVE, JACKSONVILLE, FL 32202

Account Title: STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DFS –
OFFICE OF INSURANCE REGULATION – LOCATION 4300430

Account Number: 4834783854

ACH and Incoming Wire and ABA/Routing Number: 121000248

Pay by Check Instructions:

1. Do not alter the amount due
2. Make check payable to the Florida Office of Insurance Regulation
3. Include a copy of this invoice to ensure your payment is applied correctly

Mail check and a copy of this invoice to:
Florida Department of Financial Services
Revenue Processing Section
P.O. Box 6100
Tallahassee, FL 32314-6100

Please contact Lisa Stinson at (850) 413-2458 or Lisa.Stinson@flor.com if you have any questions regarding your invoice.