

FEB 04 2026

INSURANCE REGULATION
Decided by: *[Signature]*

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:
AMERICAN DREAM AUTO
PROTECT, INC.

Index: OIR 2026-07
CASE NO.: 401058-25-CO

CONSENT ORDER

THIS CAUSE came for consideration as the result of a market conduct investigation of AMERICAN DREAM AUTO PROTECT, INC. ("AMERICAN DREAM") 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:

Background

1. On July 1, 2024, the OFFICE received notice alleging AMERICAN DREAM was transacting, administering, and marketing service agreement business in Florida without the required license.
2. On September 5, 2024, the OFFICE was notified that AMERICAN DREAM planned to apply for a motor vehicle service agreement company license and that AMERICAN DREAM would cease marketing and transacting service agreement business in Florida until such license was obtained.

3. On September 9, 2024, AMERICAN DREAM stated, and the OFFICE confirmed, that AMERICAN DREAM removed references to transacting, administering, and marketing service agreement business in Florida from AMERICAN DREAM's website.

4. On October 1, 2024, AMERICAN DREAM filed an application for licensure as a motor vehicle service agreement company with the OFFICE. The application was filed under the entity name of Car Protect Administration, FL, Inc. ("Car Protect") and Technology Insurance Company, Inc. was listed as the contractual liability insurance policy carrier, required by section 634.041(8)(b), F.S.

5. On November 13, 2024, AMERICAN DREAM informed the OFFICE that Technology Insurance Company, Inc. withdrew the contractual liability insurance policy with AMERICAN DREAM.

6. On April 1, 2025, AMERICAN DREAM's application for a motor vehicle service agreement company license expired.

7. Between June 16, 2025, and July 9, 2025, the OFFICE issued and served AMERICAN DREAM with a Complaint to Cease-and-Desist from engaging in the unauthorized and unlicensed business of motor vehicle service warranty agreements in the state of Florida.

8. As of August 28, 2024, AMERICAN DREAM reported 894 in-force contracts and \$2,231,614 in unearned written premiums in Florida.

9. On October 1, 2025, AMERICAN DREAM notified the OFFICE of its unsuccessful attempt to sell the remaining book of business.

10. AMERICAN DREAM reports there to be 600 in-force contracts as of December 1, 2025. 80% of the remaining in-force contracts are set to expire within the next eighteen (18) months.

Findings of Fact

11. AMERICAN DREAM's principal place of business is located at 300 McGraw Drive, 2nd Floor, Edison, NJ 08837.

12. Moshe "Henry" Qubrusi is the sole owner and manager of AMERICAN DREAM.

13. AMERICAN DREAM is not licensed as a motor vehicle service agreement company in the State of Florida.

14. AMERICAN DREAM is not licensed to conduct business as a motor vehicle service agreement company in Florida.

15. From June 21, 2022, through August 28, 2024, AMERICAN DREAM entered into motor vehicle service agreements with residents of Florida without a license or approval of the OFFICE.

16. AMERICAN DREAM entered into 894 contracts with Florida consumers, totaling \$2,231,614 in unearned written premiums in Florida.

Conclusions of Law

17. Section 634.031(1), Florida Statutes¹ states "[a] person may not 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 issued to it by the office."

18. Florida Statutes holds that a violation of section 634.031 constitutes an imminent and immediate threat to the public health, safety, and welfare of the residents of Florida. § 634.031(4). *Id.*

¹ All statutory citations contained herein refer to Florida Statutes (2025), unless otherwise noted.

19. Section 624.10(5), Florida Statutes, defines “transact,” with respect to the insurance code, to include the solicitation or inducement, preliminary negotiations, effectuation of a contract of insurance, and/or any transaction of matters subsequent to effectuation of a contract of insurance and arising out of it.

20. AMERICAN DREAM has transacted, administered, marketed, and issued motor vehicle service agreements to residents of Florida without a license, in violation of section 634.031(1).

21. AMERICAN DREAM’s activities do not fall within the exceptions, exclusions, or exemptions provided in section 634.031 or any other provision of the Florida Statutes or federal law.

Stipulated Consent Order

22. In order to protect the public and limit consumer disruption, the OFFICE and AMERICAN DREAM have stipulated to the terms in this Consent Order to resolve this case. In entering this Consent Order, the OFFICE relied on certain disclosures, documents, and admissions made by AMERICAN DREAM.

23. AMERICAN DREAM will be permitted to administer the remaining motor vehicle service agreements that are active as of the filing of this Consent Order. AMERICAN DREAM’s administration of these agreements, including payment or denial of any claims, shall be in compliance with all relevant portions of the Florida Insurance Code, including all the protections afforded under Part I of chapter 634, Florida Statutes, regardless of AMERICAN DREAM’s contract language.

24. Consumers shall have the right to cancel their policy with AMERICAN DREAM. AMERICAN DREAM shall not charge or collect any fee for the purpose of canceling a policy.

Any refunds based on the cancelation of a policy shall be based on the pro rated portion of the paid premium or 100 percent of the gross premium paid, less any claims paid on the agreement, whichever is greater.

25. AMERICAN DREAM must maintain minimum net assets of \$500,000, as required by section 634.041, Florida Statutes, until the last Florida policy is canceled, or all terms of any service agreement are complete. All assets used to maintain the minimum net asset requirement must be maintained in the United States. AMERICAN DREAM shall provide the OFFICE, within ten days of execution of this Order a sworn affidavit, signed by an officer of AMERICAN DREAM, detailing and certifying the terms of this paragraph. In order to ensure compliance with this paragraph, AMERICAN DREAM has provided certain financial disclosures to the OFFICE to demonstrate that AMERICAN DREAM has the ability maintain \$500,000 while preserving insolvency.

26. AMERICAN DREAM shall provide a copy of this Consent Order, with the attached exhibit titled “Notice of Consumer Rights,” to each affected Florida consumer. When transmitting these documents to affected Florida consumers, the Notice of Consumer Rights shall be the first document followed by a copy of this Consent Order. AMERICAN DREAM shall issue such copies and notices to Florida consumers within ten days of the execution of this Consent Order and provide the OFFICE with an affidavit certifying proof of mailing. For any returned or undelivered mail, AMERICAN DREAM will promptly seek an alternative method or address for delivering the consumer notice.

27. AMERICAN DREAM shall publish a copy of this Consent Order, with the attached exhibit titled “Notice of Consumer Rights,” to AMERICAN DREAM’s website home page within ten days of the execution of this Consent Order. The Consent Order and Notice of Consumer

Rights shall remain on the website's homepage until the expiration or cancelation of all Florida policies relevant to this Consent Order.

28. AMERICAN DREAM shall pay a \$1,000 fine for each instance of non-compliance with the terms of this Consent Order and any additional violation(s) of the Florida Insurance Code. Such fines will be at the discretion of the OFFICE and will be payable and due within 10 days of the OFFICE providing notice of the violation and an invoice to AMERICAN DREAM.

29. AMERICAN DREAM 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.

30. AMERICAN DREAM 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.

31. AMERICAN DREAM agrees that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may subject AMERICAN DREAM to such legal action as the OFFICE deems appropriate as specifically authorized by law.

32. Each party to this action shall bear its own costs.

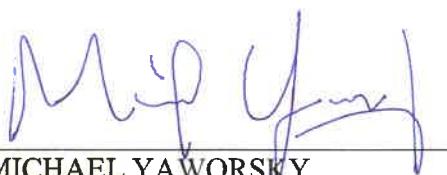
33. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy bearing the notarized signature of the authorized representative of AMERICAN DREAM.

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WHEREFORE, the CONSENT ORDER between AMERICAN DREAM AUTO PROTECT, INC 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 11 day of FEBRUARY, 2026.



MICHAEL YAWORSKY
Commissioner
Office of Insurance Regulation

By execution hereof, AMERICAN DREAM AUTO PROTECT, INC. 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 DREAM AUTO PROTECT, INC., to the terms and conditions of this Consent Order.

AMERICAN DREAM AUTO PROTECT, INC.

By: Moshe Gabrasi

[Corporate Seal]

Print Name: Moshe "Henry" Qubrusi

Title: CEO

Date: 30 Jan 2026

STATE OF **New Jersey**

COUNTY OF Middlesex

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

or online notarization, this 30th day of January 2026, by Moshe Qubrusi
as CEO (name of person)
for American Dream Auto Protect, INC
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Notarized online using audio-video communication

Nidhi Shah
Electronic Notary Public
State of New Jersey
Commission #: 50149294
Commission Expires: 01/22/2031

reddish tan

(Signature of the Notary)

Nidhi Shah

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification

Type of Identification Produced NY Driver's License

My Commission Expires 01/22/2031

COPIES FURNISEHD TO:

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NOTICE OF CONSUMER RIGHTS

We are writing to provide you an important notice regarding your active vehicle service contract issued by American Dream Auto Protect (“American Dream”). Rest assured, your coverage is and will remain in force and all eligible claims will be covered pursuant to the terms and conditions provided to you at purchase as long as all contract fees have been paid to us.

American Dream recently entered into a Consent Order with the State of Florida, a copy of which is attached for your convenience. The basis of the Consent Order stems from American Dream operating motor vehicle service contracts in the State of Florida without a license. Per the Consent Order, we are providing you with notice of your right to cancel your vehicle service contract at any time by contacting us. Any refunds will be 100 percent of the gross premium paid, less any claims paid on the agreement. No fee will be charged or collected by American Dream in order to cancel your policy.

Please note that this is simply a notice of your right to cancel your contract. Your contract and coverage will remain active, and all eligible claims will be covered unless and until you cancel the contract or the term of your contract expires. Otherwise, any claims you open under your contract will be reviewed and American Dream will continue to pay out claims that are eligible for coverage under the terms and conditions of your contract and Florida law. To file a new claim or inquire about any existing claims, contact us at [Insert Number/email address]. As part of our agreement with the State of Florida, all policies will have the same protections afforded under Florida law, including Chapter 634 of the Florida Statutes.

American Dream is committed to providing excellent customer service and deeply appreciates the loyalty of our customers. If you have any questions about your coverage or claims, don’t hesitate to reach us at the information provided above. Additional assistance may also be obtained by contacting the Florida Department of Financial Services, Division of Consumer Services and requesting Online Assistance here: [Get Insurance Help](#) or by calling 1-877-693-5236. If you reside outside of Florida, please call (850) 413-3089.