



**THE STATE OF FLORIDA**

**OFFICE OF INSURANCE REGULATION**

**MARKET INVESTIGATIONS**

**TARGET MARKET CONDUCT**  
**FINAL REPORT OF EXAMINATION**

**UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY**

**NAIC COMPANY CODE: 10861**

**ISSUED**

**September 30, 2016**

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## **EXECUTIVE SUMMARY**

A target market conduct examination of Universal Property and Casualty Insurance Company was performed to determine compliance with Consent Order 130508-13-CO dated October 4, 2013, and other applicable provisions of the Florida Statutes and the Florida Administrative Code. The examination was conducted regarding homeowners and dwelling fire coverage only.

While this report identifies violations of Consent Order 130508-13-CO, the Company has substantively addressed many of the previously reported items, resulting in measurable improvement since the 2012 examination.

## **PURPOSE AND SCOPE OF EXAMINATION**

The Office of Insurance Regulation (“Office”), Market Investigations, conducted a targeted examination of Universal Property and Casualty Insurance Company (“UPCIC” or “Company”) pursuant to Section 624.3161, Florida Statutes. Examination Resources, LLC, performed the examination. The examination period was January 1, 2014, through September 30, 2015. The onsite examination began November 30, 2015, and ended January 14, 2016. The examination continued offsite and concluded on February 12, 2016.

The purpose of the examination was to review the Company’s compliance with Consent Order 130508-13-CO dated October 4, 2013, reconcile the data filed with the Market Conduct Annual Statement (MCAS), and verify compliance with the following provisions of the Florida Statutes<sup>1</sup> and the Florida Administrative Code:

- **Complaint Handling** – Sections 626.9541(1)(j) and 20.121(2)(h)2., Florida Statutes.
- **Cancellations, Nonrenewals and Rescissions** – Sections 626.9541(1)(a)1., 627.4133, and 627.4091, Florida Statutes, and Rules 69O-167.001 and 69O-170.013(1)(b), Florida Administrative Code.
- **Claims Handling** – (Claim acknowledgments, timely investigations, paid, denied and closed without payment claims) Sections 626.9541, 626.877, 627.70131, 627.4265, 627.70121, 627.702, 627.7015, Florida Statutes, and Rule 69O-166.024, Florida Administrative Code.
- **Underwriting Practices** – Sections 627.062 and 627.318, Florida Statutes.
- **Antifraud Plan and Special Investigation Unit**– Section 626.9891, Florida Statutes, and Rules 69D-2.001 through .005 and 69D-2.003(1)(d), Florida Administrative Code.

Examiners relied on the information and records provided by the Company for this examination report. Examination procedures were in accordance with the *Market Regulation Handbook* (Handbook) produced by the National Association of Insurance Commissioners (NAIC). Sample sizes were determined using the Acceptance Samples Table of the Handbook or by Audit Command Language software.

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<sup>1</sup> All references in this Report to statutory sections are to the Florida Statutes (2015) and all rule references are to the current Florida Administrative Code.

## **COMPANY OPERATIONS**

The Company is a Florida domestic property and casualty insurer, headquartered in Fort Lauderdale, Florida. The Company was licensed to conduct business in the state on December 31, 1997. The Company writes Fire, Allied Lines, Homeowners Multiple Peril, Inland Marine, and Other Liability-Occurrence in Florida. Total Written Premium in Florida for 2014 and 2015 was as follows:

Year	Total Written Premium In Florida (Per Schedule T of the Annual Statement)
2014	\$ 735,577,352
2015	\$ 809,947,721

## **COMPLAINT HANDLING**

The Company has established complaint handling procedures as required by Section 626.9541(1)(j), Florida Statutes. The Company's complaint log recorded 265 complaints received directly by the Company from consumers and 637 Department of Financial Services ("DFS") complaint referrals. Random samples of 32 directly received complaints and 76 DFS complaints were selected for review. Complaints were reviewed to determine whether file documentation was adequately maintained, responses to DFS were made timely, and whether the response addressed the issues raised.

No exceptions were noted regarding the complaints directly received by the Company. However, the following exceptions were noted regarding complaints referred by DFS:

### **Findings:**

1. In 7 instances the Company failed to timely respond to DFS. This is a violation of Section 20.121(2)(h)2., Florida Statutes, which requires a company to respond to a written request for information from DFS within 20 days.

The Company agreed that in 6 instances it failed to respond to DFS within the statutorily required 20 days. The Company disagreed with 1 finding, indicating they did respond timely.

Documents from DFS showed that the Company responded on the 21<sup>st</sup> day regarding the finding with which the Company disagrees.

The Office recommends that the Company take necessary steps to ensure that it responds within 20 days of receiving a written request for information from DFS, as required by Section 20.121(2)(h)2., Florida Statutes.

The examiners also conducted a reconciliation to determine if the Company was maintaining a complete log of complaints received from DFS. The Company's complaint log contained 637 complaints. Upon reconciliation, it was determined that the Company log should have had 650 DFS complaints.

2. In 13 instances the Company's complaint log did not include complaints recorded on the DFS log. This is a violation of Section 626.9541(1)(j), Florida Statutes, which requires a company to maintain a complete record of all written complaints.

The Company responded and agreed that due to administrative oversight 11 complaints were not documented on the log furnished to the examiners; however, the Company indicated those complaint records were retained in the respective claim or underwriting file. The Company disagreed with 2 of the findings stating that the complaints did not pertain to UPCIC; however, these complaints referenced specific UPCIC policy numbers.

The Office recommends the Company maintain a complete record of all written complaints as required by Section 626.9541(1)(j), Florida Statutes.

### **CANCELLATIONS, NONRENEWALS AND RESCISSIONS**

Policy cancellations, nonrenewals, and rescissions were reviewed to verify that proper notice was given, that refunds of premiums paid were processed timely and accurately, that reasons provided were specific and permissible, and that actions were in compliance with Florida Statutes, the Florida Administrative Code, Consent Order 130508-13-CO, and the Company's underwriting guidelines.

The Company provided a list of 114,177 terminated files consisting of: 47,494 policies cancelled within 90 days of the effective date; 64,384 policies cancelled more than 90 days after the effective date; 2,085 nonrenewed policies; and 214 rescinded policies. Examiners randomly selected 77 policies that were cancelled within 90 days, 104 policies cancelled after 90 days, 25 nonrenewed policies, and 79 rescinded policies for review.

#### **Findings:**

##### **A. Cancellations: Cancelled *within* 90 days**

1. In 1 instance the Company failed to provide 20 days notice prior to cancelling a policy within the first 90 days. This is a violation of Section 627.4133(1)(b)2., Florida Statutes, which requires at least 20 days written notice of cancellation.

The Company agreed with this finding.

The Office recommends the Company issue cancellation notices within the timeframe required by Section 627.4133(1)(b)2., Florida Statutes.

2. In 2 instances the Company failed to provide specific reasons for cancellation. This is a violation of Section 627.4091(2), Florida Statutes, which requires that each notice of cancellation must be accompanied by specific reasons for cancellation, including the specific underwriting reasons, if applicable.

The cancellation notices gave a general statute reference, “failure to comply with Section 718.111, Florida Statutes,” as the reason for cancellation. Section 718.111, Florida Statutes, is a lengthy statute consisting of 13 numbered subsections. Solely referring to a statutory section does not provide a specific or sufficient explanation as required by Section 627.4091(2), Florida Statutes.

The Company disagreed and indicated that the degree of specificity was subjective. However, in light of this review, the Company stated it will “...further advise the applicants that condominium units existing in homeowner associations are not eligible for a condo-unit owner’s policy.”

The Office recommends that the Company comply with the requirements of Section 627.4091(2), Florida Statutes, by ensuring that cancellation notices include a specific reason for the cancellation, including the specific underwriting reason, if applicable.

## **B. Nonrenewals:**

1. In 2 instances the Company nonrenewed homeowner policies based on an unfiled underwriting guideline or rule. This is a violation of Section 627.0651(13)(a), Florida Statutes, and Rule 69O-170.013(1)(b), Florida Administrative Code, which require underwriting rules not contained in rating manuals be filed with the Office.

The Company contends that the two risks should not have been bound because their binding guidelines prohibit the binding of policies with polybutylene plumbing, citing specific language in its unfiled binding guidelines, which the Company asserts need not be filed.

Binding guidelines which, as here, actually relate to eligibility and insurability of a risk, should be filed in the underwriting or rating manual, consistent with the statute and rule referenced above. Binding rules restrict what risks may be bound without a complete underwriting review prior to policy issuance. Once the policy is issued, binding rules are no longer relevant, and filed underwriting rules would determine the circumstances under which the policy could be nonrenewed.

The Office recommends the Company file as required all underwriting rules and guidelines for homeowners insurance, as required by Section 627.0651(13)(a), Florida Statutes and Rule 69O-170.013(1)(b), Florida Administrative Code.

## **C. Rescissions:**

1. In 1 instance the Company rescinded the policy after the 90-day underwriting period, and denied the claim. This is a violation of Section 627.4133(2)(b)4., Florida Statutes, which prohibits the cancellation of a policy based on credit information available in public records after a policy has been in effect for more than 90 days, and of Section 627.409, Florida Statutes, which requires that a claim filed by the insured cannot be denied based on credit information available in public records if a policy has been in effect for more than 90 days. This is a violation of Consent Order 130508-13-CO.

The Company disagreed, citing the policyholder was notified of the rescission within 90 days via a claim denial letter.

Without addressing the issue of whether a claim denial letter satisfies the notice of cancellation requirement of Section 627.4133(2)(b)4., Florida Statutes, the claim denial letter in this instance was dated August 28<sup>th</sup>, but the proof of mailing indicated it was not sent until September 1<sup>st</sup>, the 93<sup>rd</sup> day following the effective date of the policy.

The Office recommends that the Company comply with Section 627.4133(2)(b)4., Florida Statutes, by ensuring that no policy is rescinded after the 90-day underwriting period based on credit information available in public records.

2. In 7 instances the Company's reason for rescinding the policy was not specific. This is a violation of Section 627.4091(2), Florida Statutes, which requires that each notice of cancellation must be accompanied by specific reasons for cancellation, including the specific underwriting reasons, if applicable. These are violations of Consent Order 130508-13-CO and the 2005 market conduct examination.

All 7 rescission notices listed the same reason for cancellation: "Incorrect statement on application: Policy is VOID ab initio."

The Company acknowledged 5 notices did not comply with the Company's policy on specificity. The Company disagreed with 2 instances, stating the insureds were notified of the specific reasons via claim denial letters.

The Office recommends the Company comply with Section 627.4091(2), Florida Statutes, by ensuring that cancellation notices include a specific reason for cancellation, including the specific underwriting reasons, if applicable.

3. In 1 instance the Company rescinded a policy based on the answer to an underwriting question. The question posed during the underwriting/quoting process, however, differed from the question subsequently displayed in the printed application. This is a violation of Section 626.9541(1)(a)1., Florida Statutes, which prohibits misrepresenting the benefits, advantages, conditions, or terms of any insurance policy.

In the quoting process, the questions are addressed to the insured as "You." The insured provides answers based on those specific questions. On the printed application form, the following is used instead of "you": *"the 'Insured' includes the applicant, spouse if a resident of the same household, and other residents of the same household who are relatives or are under the age of 21 and in the care of any person in the definition."* The answers given in the quoting process by the applicant in response to the questions about "you" were transposed on the printed form as responses to questions seeking information about the "insured" under the above definition, which may include additional persons. This disparity between the quoting questions and the printed application form resulted in a misrepresentation on the part of the Company as to the benefits, advantages, conditions, or terms of the policy.

On the printed application form, the following is used instead of “you”:

The Company disagreed but indicated that the questions in the quote process have been updated to match those appearing in the subsequently printed application.

The Office recommends the Company review all policies applied for during the time period in which the questions differed between the quoting process and the subsequently printed application form to ensure that no policy has been rescinded based on a correct answer to the quoting question which was not a correct answer on the printed application.

### **CLAIMS HANDLING**

The examiners reviewed two types of claims for testing. From the claim data population of 27,370 claims reported during the scope period, 20,655 were identified as “Water Damage” claims and were extracted for sampling purposes from the claim data file. The remaining 6,715 were identified as “Paid Claims” due to other covered causes of loss.

“Water Damage Claims” closed with payment and closed without payment were tested to verify proper processing of claims, paid or denied, as well as the appropriate use of Proof of Loss forms.

“Paid Claims” from other causes of loss were reviewed to determine if the Company was inappropriately requiring more than one Proof of Loss form.

#### **A. Water Damage Claims Review**

Claims were reviewed to verify compliance with the Florida Statutes, Florida Administrative Code, Consent Order 130508-13-CO, and the Company’s claims settlement guidelines.

From a total of 20,655 water damage claims during the scope of the examination, a random sample of 109 water damage claims was reviewed.

#### **Findings:**

1. In 2 instances the Company failed to notify the insured of mediation rights as a means of settling a disputed or denied claim. This is a violation of Section 627.7015(2), Florida Statutes, which requires at the time a first party claim is filed by the policyholder, the insurer shall notify the policyholder of its right to participate in the mediation program.

The Company disagreed that notices were required.

The Office recommends the Company send a mediation notice at the time a first party claim is filed, as required by Section 627.7015(2), Florida Statutes.



## **B. Proof of Loss Claims Review**

Paid Claims were reviewed to verify compliance with the Florida Statutes, Florida Administrative Code, Consent Order 130508-13-CO, and the Company's claims settlement guidelines.

Of the 6,715 Paid Claims that were not related to water damage, a random sample of 108 was selected to review the Company's use of Proof of Loss forms.

No exceptions were noted.

## **UNDERWRITING PRACTICES**

Underwriting files were reviewed to verify compliance with provisions of the Florida Statutes, Florida Administrative Code, Consent Order 130508-13-CO, and the Company's own underwriting guidelines.

Underwriting practices relating to insurance-to-value were reviewed to verify compliance with provisions of the Florida Statutes, Florida Administrative Code, and the Company's underwriting guidelines.

The Company stated, "Universal Property and Casualty Insurance Company's quoting system integrates a replacement cost estimating tool, Marshall & Swift/Boeckh (MSB), and does not allow the agent to bind coverage lower than the estimated replacement value. If the agent tries to quote coverage less than replacement value, the system refers the quote to Underwriting for review. The underwriter has authority to approve within a 20% +/- margin depending on the circumstances."

Of the 239,770 policies issued during the examination period, a random sample of 184 new business policies were selected for review. These were reviewed to determine if policies were issued at 100% of replacement value, if deviations were made, and if they were appropriately and properly documented in the files.

## **Findings:**

1. In 1 instance the Company failed to maintain supporting documentation for the replacement cost analysis when establishing the limit for Coverage A. This is a violation of Section 627.318, Florida Statutes, which requires an insurer to maintain reasonable records. Per the Company's Underwriting Guidelines, insureds with Coverage A must maintain a limit equal to the estimated replacement cost of the covered property.

The Company acknowledged they could not locate the Replacement Cost Estimator for the risk.

The Office recommends the Company maintain underwriting files that support replacement cost calculations used in underwriting analysis.

2. In 3 instances the Company failed to maintain supporting documentation for the wind mitigation credits applied in the underwriting/rating process. This is a violation of Section 627.318, Florida Statutes, which requires an insurer to maintain reasonable records.

The Company disagreed citing that 2 of the policies had been written in April 2015 and 1 had been written in September 2015. The mitigation forms had not been received from the agents at the time of the examination. In these 3 instances the policy underwriting period of 90 days had concluded and the files should have been complete.

The Office recommends the Company maintain reasonable records and complete underwriting files.

Additionally, an application integrity review was conducted to determine if the Company's automated quoting system questions were identical to the questions on the application form. It was determined that the quoting system questions were *not* identical to those on the application form. The quoting system questions included questions for "you," whereas the questions on the printed application form inquired regarding "any prospective insured." After the examiners notified the Company of these discrepancies, the Company updated their automated system to match the printed application form. Please refer to the Rescission section of this report for findings relating to the application integrity review.

### **MARKET CONDUCT ANNUAL STATEMENT RECONCILIATION**

The Company provided a copy of the Market Conduct Annual Statement (MCAS) for review and reconciliation. The examiners verified the accuracy of the Company's answers to the questions reported in its 2014 MCAS submission. No material differences were noted.

### **ANTIFRAUD PLAN AND SPECIAL INVESTIGATION UNIT**

All elements of the Special Investigation Unit (SIU) responsible for fraud detection and reporting were reviewed for compliance with Florida Statutes and the Florida Administrative Code, as well as to ensure consistency with industry best practices for antifraud operations.

The following activities were verified:

- The Company has established Antifraud Policy and Procedures;
- The Company filed an Insurer Antifraud Plan with the Division of Insurance Fraud pursuant to Section 626.9891, Florida Statutes, and Rules 69D-2.001 through 69D-2.005, Florida Administrative Code; and
- The SIU has reported suspected insurance fraud directly to the Division of Insurance Fraud using the digital format provided in Rule 69D-2.003(1)(d), Florida Administrative Code.

The following items were reviewed:

- The SIU organizational structure and process map to ensure duties and responsibilities of SIU staff;
- The SIU procedures to detect potentially fraudulent activities including "red flags" and "indicators" used by the SIU to aid in fraud detection;
- Written investigative guidelines used by SIU to identify fraud and make referrals; and
- Training materials and agendas including attendance records to document that both SIU and non-SIU personnel have undergone fraud training.

No exceptions were noted.

### **OTHER CONSENT ORDER ITEMS**

The scope of this examination also encompassed the following items contained in Consent Order 130508-13-CO which required the Company to:

1. Provide an itemized list of all affiliates;
2. Provide copies of all agreements with affiliates;
3. File annual audited financial statements of its managing general agent pursuant to Section 626.7454(1), Florida Statutes;
4. File full actuarial reports on an annual basis;
5. File the independent auditor's report on the P21 System and the Atlas System; and
6. Comply with the reinsurance requirements.

The Company complied with these requirements as set forth in Consent Order 130508-13-CO.

No exceptions were noted.

### **EXAMINATION FINAL REPORT SUBMISSION**

The Office hereby issues this Final Report based upon information from the examiner's draft report, additional research conducted by the Office, and additional information provided by the Company.

# FILED

DEC 22 2016



OFFICE OF  
INSURANCE REGULATION  
Docketed by: SAK

## OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER  
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 200435-16-CO

UNIVERSAL PROPERTY & CASUALTY  
INSURANCE COMPANY

/

### CONSENT ORDER

THIS CAUSE came on for consideration before the STATE OF FLORIDA, OFFICE OF INSURANCE REGULATION, (hereinafter referred to as the "OFFICE"), as the result of a target market conduct examination of Universal Property and Casualty Insurance Company, (hereinafter referred to as "UPCIC"), pursuant to Section 624.3161, Florida Statutes. After a complete review of the entire record, and upon consideration thereof, and being fully advised in the premises, the OFFICE finds as follows:

1. The OFFICE has jurisdiction over the subject matter of this proceeding and the parties herein.
2. UPCIC is a Florida domestic property and casualty insurance company authorized to transact insurance business in Florida pursuant to a Certificate of Authority issued by the OFFICE, pursuant to Chapter 624, Part III, Florida Statutes.
3. The OFFICE conducted a target market conduct examination of UPCIC pursuant to Section 624.3161, Florida Statutes, to review the Company's compliance with Consent Order

No.: 130508-13-CO dated October 4, 2013, and other applicable provisions of the Florida Statutes and Florida Administrative Code. The scope period of the examination was from January 1, 2014, through September 30, 2015.

4. The OFFICE issued a Target Market Conduct Final Examination Report (hereinafter referred to as the "Report"), on September 30, 2016, detailing the findings of its examination. While the Report identified some violations of the Consent Order and various provisions of Florida law, it did not appear that these violations constituted a business practice. The Report found that UPCIC has substantively addressed many of the previously reported items, resulting in measurable improvement since the 2012 examination. The Office notes that the violations below occurred during a relatively short period of time and were attributed by UPCIC to an employee who is no longer with the company.

5. While UPCIC does not agree with certain findings of the examination, UPCIC has been responsive in addressing the issues raised during the course of the examination and as a result has voluntarily resolved the issues or modified the company's operations. The remaining findings are addressed below.

6. The OFFICE finds that UPCIC violated the following sections of the Florida Statutes regarding cancellation notices that UPCIC sent to policyholders:

a. Section 627.4091(2), Florida Statutes, by failing to include the specific reasons for cancellation in the cancellation notices, including underwriting reasons where applicable; and

b. Section 627.4133(1)(b)2., Florida Statutes, by failing to provide twenty (20) days' notice prior to cancelling a policy within the first ninety (90) days.

7. The OFFICE finds that UPCIC violated Section 627.0651(13)(a), Florida Statutes and Rule 69O-170.013(1)(b), Florida Administrative Code, by failing to file an underwriting rule or guideline for homeowner insurance.

8. The OFFICE finds that UPCIC violated the following sections of the Florida Statutes regarding rescinded policies:

- a. Sections 627.4133(2)(b)4. and 627.409, Florida Statutes, by failing to rescind a policy within the ninety (90) day underwriting period;
- b. Section 627.4091(2), Florida Statutes, by failing to provide a specific reason for rescinding a policy; and
- c. Section 626.9541(1)(a)1., Florida Statutes, by misrepresenting the conditions or terms of a policy resulting in improper rescission of the policy.

9. The OFFICE finds UPCIC violated the following sections of the Florida Statutes regarding complaints:

- a. Section 20.121(2)(h)2., Florida Statutes, by failing to respond to the Division of Consumer Services within 20 days; and
- b. Section 626.9541(1)(j), Florida Statutes, by failing to maintain adequate records of all complaints.

10. The OFFICE finds UPCIC violated Section 627.7015(2), Florida Statutes, by failing to provide Mediation Notices.

11. The OFFICE finds UPCIC violated Section 627.318, Florida Statutes, by failing to maintain supporting documentation.

12. Pursuant to section 624.418(2)(a), Florida Statutes, the OFFICE may, in its discretion, suspend or revoke the certificate of authority of an insurer if the OFFICE finds that the insurer has violated any provision of the Florida Insurance Code. Section 624.4211, Florida Statutes, allows for an administrative fine in lieu of suspension if the OFFICE finds that grounds exist for the discretionary revocation or suspension of a certificate of authority issued under Chapter 624, Florida Statutes. Section 626.9521, Florida Statutes, allows for an administrative fine in lieu of suspension for violations of Sections 626.9541 and 627.736, Florida Statutes.

13. Based on the results of the examination and upon UPCIC's agreement and execution of this Consent Order, UPCIC shall:

a. Within thirty (30) days of the issuance of this Consent Order, pay a penalty of Thirty-Five Thousand U.S. Dollars (\$35,000.00) and administrative costs of Five Thousand U.S. Dollars (\$5,000.00). UPCIC shall send its payment to the address reflected on the invoice attached hereto as Exhibit A and hereby incorporated by reference. UPCIC agrees that failure to make this payment in full within the specified time period may result in further administrative action.

b. UPCIC shall henceforth comply with all of the provisions of the Florida Insurance Code and the Florida Administrative Code.

c. UPCIC hereby agrees that any future violations of the statutes or rules named herein by UPCIC may be deemed willful, subjecting UPCIC to penalties as the OFFICE deems appropriate.

14. UPCIC agrees that the failure to adhere to one or more of the above terms and conditions of this Consent Order shall constitute a violation of a lawful order of the OFFICE and

shall subject UPCIC to one or more of the administrative penalties available under the Florida Insurance Code.

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

16. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

THEREFORE, subject to the terms and conditions of which are set forth above, the agreement between UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY and the OFFICE OF INSURANCE REGULATION, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE AND ORDERED this 22 day of December, 2016.



  
DAVID ALTMAIER  
Commissioner  
Office of Insurance Regulation



By execution hereof, UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions of this Consent Order, and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY to the terms and conditions of this Consent Order.

UNIVERSAL PROPERTY AND CASUALTY  
INSURANCE COMPANY

By

Sean P. Downes  
Sean Downes

Print or Type Name

Title: CEO

Date: 12/30/16

STATE OF Florida

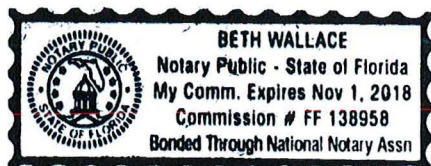
COUNTY OF Bloward

The foregoing instrument was acknowledged before me this 20 day of December 2016, by

Sean Downes as officer,  
(type of authority, e.g. officer, director, attorney), who is personally known to me or has produced  
the following identification \_\_\_\_\_.

[Signature]  
Signature of the Notary

Beth Wallace  
Printed Name of Notary



My commission expires: November 1, 2018

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