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OFFICE OF
INSURANCE REGULATION
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OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 147396-14

**AIR TODAY, LLC d/b/a
AIR ONE HEATING & COOLING
a/k/a AIR ONE TODAY**

CEASE AND DESIST ORDER

TO:

Air Today, LLC
1400 Commerce Blvd, Suite A
Sarasota, FL 34243

YOU ARE HEREBY NOTIFIED that pursuant to the Florida Insurance Code, the STATE OF FLORIDA OFFICE OF INSURANCE REGULATION (the "OFFICE") has caused an investigation to be made of the business activities of AIR TODAY, LLC d/b/a AIR ONE HEATING & COOLING a/k/a AIR ONE TODAY (hereinafter "AIR TODAY"). Pursuant to Sections 624.307, 626.901, 634.402 and 634.439, Florida Statutes, the OFFICE intends to enter a Final Order requiring AIR TODAY to cease and desist from engaging in the unauthorized business of insurance and unlicensed business of a service warranty association in the state of Florida. As grounds therefore, the OFFICE alleges that:

1. The OFFICE has jurisdiction over the subject matter hereof and parties to this proceeding.

2. AIR TODAY is registered as a Florida limited liability company with the Florida Department of State. Its principal place of business is listed as 951 Commerce Blvd. North, Sarasota, FL 34243.

3. AIR TODAY's company letterhead indicates that its current business address is 1400 Commerce Blvd, Suite A, Sarasota, FL 34243.

4. AIR TODAY has never been granted a license to transact service warranties or a certificate of authority to transact insurance in any capacity, in the state of Florida.

5. AIR TODAY's warranty certificates indicate that it holds "Service Warranty License number: W144010."

6. According to the Department of Financial Services Agent and Agency Licensee records, AIR TODAY voluntarily surrendered its Service Warranty Sales Representative (2-52) license, effective July 9, 2013. It does not currently hold any active licenses with the Department of Financial Services.

7. AIR TODAY offers air conditioning warranties and annual maintenance agreements via direct sales to Florida consumers and its website, www.AirOneToday.com.

8. AIR TODAY's products include one-year, five-year, and lifetime warranties which indemnify the warranty holder for the repair or replacement of the covered air conditioning part in the event of mechanical breakdown due to normal wear and tear, or lightning.

9. The warranties also provide for the replacement of covered components in the event of fire or theft.

10. AIR TODAY's maintenance plans are for a duration of one year and indemnify the consumer for the cost of two full maintenance visits per year.

11. Section 624.401(1), Florida Statutes, provides:

No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance, in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

12. Section 624.604, Florida Statutes, provides, in relevant part:

“Property insurance” is insurance on real or personal property of every kind and of every interest therein, whether on land, water, or in the air, against loss or damage from any and all hazard or cause, and against loss consequential upon such loss or damage, other than noncontractual legal liability for any such loss or damage.

13. Section 624.605(1)(d), Florida Statutes, provides, in relevant part, that “casualty insurance” includes:

Burglary and theft.—Insurance against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation, or wrongful conversion, disposal, or concealment, or from any attempt at any of the foregoing; including supplemental coverage for medical, hospital, surgical, and funeral expense incurred by the named insured or any other person as a result of bodily injury during the commission of a burglary, robbery, or theft by another; also insurance against loss of or damage to moneys, coins, bullion, securities, notes, drafts, acceptances or any other valuable papers and documents, resulting from any cause.

14. Section 634.401(13), Florida Statutes, provides, in relevant part:

“Service warranty” means any warranty, guaranty, extended warranty or extended guaranty, maintenance service contract equal to or greater than 1 year in length or which does not meet the exemption in paragraph (a), ¹contract agreement, or other written promise for a specific duration to perform the repair, replacement, or maintenance of a consumer product, or for indemnification for repair, replacement, or maintenance, for operational or structural failure due to a defect in materials or workmanship, normal wear and tear, power surge, or accidental damage from handling in return for the payment of a segregated charge by the consumer; however:

(a) Maintenance service contracts written for less than 1 year which do not contain provisions for indemnification and which do not provide a discount to the consumer for any combination of parts and labor in excess of 20 percent during the effective period of such contract, motor vehicle service agreements, transactions exempt under s. 624.125, and home warranties subject to regulation under part II of this chapter are excluded from this definition;

15. Section 634.403(1), Florida Statutes, provides, in relevant part, that “[n]o person in this state shall provide or offer to provide service warranties to residents of this state unless authorized therefor under a subsisting license issued by the office.”

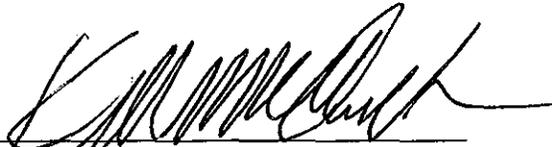
16. AIR TODAY’s products include property and casualty insurance and service warranty coverage as defined in Sections 624.604, 624.605(1)(d), and 634.401(13), Florida Statutes.

17. AIR TODAY’s activities are not subject to any exception (State or Federal) to the requirements of the Florida Insurance Code, including the exceptions outlined in Section 634.401(13)(a), Florida Statutes.

WHEREFORE, because AIR TODAY offers service warranties and insurance in the state of Florida, it is in violation of Sections 624.401 and 634.403, Florida Statutes, and the OFFICE intends to issue an Order requiring AIR TODAY to cease and desist from engaging in the unlawful transaction of service warranties and insurance in the state of Florida.

DONE AND ORDERED this 20th day of FEBRUARY, 2014.





KEVIN M. McCARTY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Pursuant to Sections 120.569 and 120.57, Florida Statutes and Rule Chapter 28-106, Florida Administrative Code (F.A.C.), you may have a right to request a proceeding to contest this action by the Office of Insurance Regulation (hereinafter the "Office"). You may request a proceeding by filing a Petition. Your Petition for a proceeding must be in writing and must be filed with the General Counsel acting as the Agency Clerk, Office of Insurance Regulation. If served by U.S. Mail the Petition should be addressed to the Florida Office of Insurance Regulation at 612 Larson Building, Tallahassee, Florida 32399-4206. If Express Mail or hand-delivery is utilized, the Petition should be delivered to 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0300. The written Petition must be received by, and filed in the Office no later than 5:00 p.m. on the twenty-first (21) day after your receipt of this notice. Unless your Petition challenging this action is received by the Office within twenty-one (21) days from the date of the receipt of this notice, the right to a proceeding shall be deemed waived. Mailing the response on the twenty-first day will not preserve your right to a hearing.

If a proceeding is requested and there is no dispute of material fact the provisions of Section 120.57(2), Florida Statutes may apply. In this regard you may submit oral or written evidence in opposition to the action taken by this agency or a written statement challenging the grounds upon which the agency has relied. While a hearing is normally not required in the absence of a dispute of fact, if you feel that a hearing is necessary one may be conducted in Tallahassee, Florida or by telephonic conference call upon your request.

If you dispute material facts which are the basis for this agency's action you may request a formal adversarial proceeding pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If you request this type of proceeding, the request must comply with all of the requirements of Rule Chapter 28-106.2015, F.A.C., including but not limited to:

- a) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so state; and
- b) A statement of when the respondent received notice of the agency's action.

These proceedings are held before a State Administrative Law Judge of the Division of Administrative Hearings. Unless the majority of witnesses are located elsewhere, the Office will request that the hearing be conducted in Tallahassee.

In some instances, you may have additional statutory rights than the ones described herein.

Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. Any request for administrative proceeding received prior to the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above.

CERTIFICATE OF SERVICE

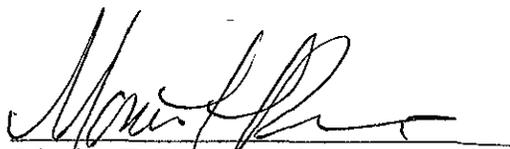
I HEREBY CERTIFY that a true and correct copy of the foregoing Cease and Desist Order has been furnished by U.S. Certified Mail this 20th day of February, 2014 to:

Air One Today, LLC
1400 Commerce Blvd, Suite A
Sarasota, FL 34243

Air Today, LLC
951 Commerce Blvd N.
Sarasota, FL 34243

James Sohol
Air Today, LLC
5400 34th Street W #64
Bradenton, FL 34210

Heath Perry, Manager
AIR Today, LLC
309 Park BLV
Oldsmar, FL 34677



Monica T. Ross, Esquire
Assistant General Counsel
Fla Bar No.: 0056988
Office of Insurance Regulation
612 Larson Building
200 East Gaines Street
Tallahassee, Florida 32399-4206
(850) 413-4159