



FILED

APR 15 2024

INSURANCE REGULATION
Docketed by: ke

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 326072-24-CO

AMERICAN MOBILE INSURANCE EXCHANGE and the transfer of
policies to AMERICAN TRADITIONS INSURANCE COMPANY

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) by AMERICAN MOBILE INSURANCE EXCHANGE (“AMERICAN MOBILE”) and AMERICAN TRADITIONS INSURANCE COMPANY (“AMERICAN TRADITIONS”) of an Assumption Agreement between AMERICAN MOBILE and AMERICAN TRADITIONS. The Agreement protects AMERICAN MOBILE’s subscribers by, among other things, transferring subscriber policies from AMERICAN MOBILE to AMERICAN TRADITIONS. After a complete review of the entire record, and upon consideration thereof, and otherwise being fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the parties and the subject matter of this proceeding.
2. AMERICAN MOBILE is a domestic property and casualty reciprocal insurer authorized to transact property and casualty insurance in Florida through a subsisting Certificate of Authority issued by the OFFICE. AMERICAN MOBILE is operated by its attorney-in-fact, American Mobile Risk Management, LLC, a Florida limited liability company.
3. AMERICAN TRADITIONS is a domestic property and casualty insurer authorized to transact insurance business in the state of Florida pursuant to a Certificate of Authority issued by the

OFFICE pursuant to Chapter 624, Part III, Florida Statutes.

4. On or about March 5, 2024, AMERICAN MOBILE notified the OFFICE of its intent to discontinue writing business and submitted a Withdrawal Plan, including financial estimates projecting an impairment of AMERICAN MOBILE's policyholder surplus. Based upon these financial estimates, the OFFICE finds that AMERICAN MOBILE is in such condition as to render its further transaction of insurance prospectively hazardous to its subscribers, creditors, and the public.

5. On or about March 20, 2024, AMERICAN MOBILE submitted a draft Assumption Agreement ("Agreement"). Pursuant to the Agreement, a portion of policies written by AMERICAN MOBILE will be assumed by AMERICAN TRADITIONS ("Assumed Policies"), effective 12:01 a.m. on April 1, 2024 ("Assumption Date"), with no lapse in coverage. The coverage is being provided to the policyholders as though AMERICAN TRADITIONS had issued such Assumed Policies on the Assumption Date.

6. Pursuant to the terms of the Agreement, AMERICAN MOBILE agrees to transfer the corresponding unearned premium for the Assumed Policies to AMERICAN TRADITIONS, and AMERICAN TRADITIONS agrees to provide coverage to the Assumed Policies for the unexpired portion of the policy terms.

7. The OFFICE approves the Agreement, as submitted, subject to the following conditions:

a. Each Assumed Policy shall provide the same coverage as provided by the AMERICAN MOBILE policy that is being assumed.

b. Because some of AMERICAN MOBILE's subscriber policies are on a payment plan, AMERICAN TRADITIONS shall honor those payment plans and charge the same premium for the Assumed Policies as would have been charged by AMERICAN MOBILE for the

remainder of that policy's term.

c. AMERICAN TRADITIONS shall provide assumption certificates to the AMERICAN MOBILE policyholders, on a form approved by the OFFICE, that establishes proof of coverage by AMERICAN TRADITIONS.

d. Any unearned premium subscribers have already paid to AMERICAN MOBILE shall be transferred to AMERICAN TRADITIONS in accordance with the terms of the Agreement.

e. No later than 10 business days after the Assumption Date, all unearned premiums collected by AMERICAN MOBILE for the Assumed Policies shall be transferred to AMERICAN TRADITIONS; unearned premiums will be subject to an initial true-up approximately 45 days after the Assumption Date and a final true up and settlement on July 1, 2024, in accordance with the Agreement.

f. No later than April 30, 2024, AMERICAN MOBILE shall return the unearned portion of the subscriber's surplus contribution on a pro rata basis to any subscriber whose policy is assumed by AMERICAN TRADITIONS.

g. All responsibility for claims occurring or arising from events or dates of loss under AMERICAN MOBILE policies on or before March 31, 2024, shall remain with AMERICAN MOBILE; AMERICAN TRADITIONS is not assuming any liabilities or obligations from AMERICAN MOBILE.

h. Any AMERICAN MOBILE policy assumed by AMERICAN TRADITIONS shall be subject to cancellation upon request by the policyholder, and any unearned premium shall be calculated on a pro-rata basis and returned to the policyholder within 15 days of the cancellation request.

i. Prior to the expiration of the term of the Assumed Policies, AMERICAN TRADITIONS shall offer to renew such policies using AMERICAN TRADITIONS' forms and rates

that have been approved by the OFFICE, subject to exceptions for material misstatement, nonpayment of premium, substantial change in the risk, or fraud.

j. AMERICAN TRADITIONS shall at all times maintain reinsurance sufficient to provide coverage for all issued policies, including the assumed AMERICAN MOBILE policies.

8. The OFFICE hereby approves AMERICAN TRADITIONS' use of AMERICAN MOBILE's current policy forms and rates as necessary for the purpose of assuming the Assumed Policies by AMERICAN TRADITIONS.

9. In conjunction with the Agreement, AMERICAN MOBILE provided the OFFICE with copies of the proposed notice to be provided to subscribers, and AMERICAN TRADITIONS provided its proposed letter to policyholders; its proposed assumption certificate; its pro forma financial statements; and confirmation that its existing and proposed reinsurance programs would provide adequate coverage for the Assumed Policies, in combination with its current policies and any policies to be assumed from Citizens Property Insurance Corporation. AMERICAN MOBILE and AMERICAN TRADITIONS acknowledge that all of these documents are material to the issuance of this Consent Order.

10. AMERICAN MOBILE and AMERICAN TRADITIONS acknowledge and agree that the OFFICE has relied upon the representations made in the Assumption Agreement, including supporting documents and communications related to the Assumption Agreement. Further, AMERICAN MOBILE and AMERICAN TRADITIONS agree to secure written approval from the OFFICE prior to any material deviation from the Assumption Agreement.

11. Any prior orders, consent orders, or corrective action plans that AMERICAN MOBILE or AMERICAN TRADITIONS have entered into with the OFFICE prior to the execution of this Consent Order shall apply and remain in full force and effect for AMERICAN MOBILE or AMERICAN TRADITIONS, except where provisions of such orders, consent orders, or corrective

action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

12. 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.

13. AMERICAN MOBILE and AMERICAN TRADITIONS affirm that all requirements set forth herein are material to the issuance of this Consent Order.

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

15. Each party to this action shall bear its own costs and fees.

16. AMERICAN MOBILE and AMERICAN TRADITIONS acknowledge and agree that failure to comply with any of the terms of this Consent Order would constitute an immediate danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of AMERICAN MOBILE or AMERICAN TRADITIONS in this state, in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

17. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the notarized signatures of the authorized representatives of AMERICAN MOBILE and AMERICAN TRADITIONS.

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

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

DONE and ORDERED this 15th day of April, 2024.



Michael Yaworsky

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 of 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]

No Seal

Print Name: Jeffrey P. LeGare

Title: President

of AMERICAN MOBILE RISK MANAGEMENT, LLC, Attorney-in-Fact

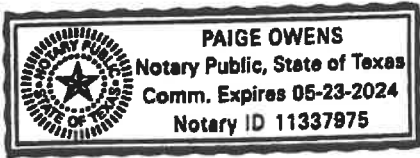
Date: April 15, 2024

STATE OF: TEXAS

COUNTY OF: COLLIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of April 2024, by Jeffrey P. LeGare (name of person)

as President, AMRM as Attorney-in-Fact for American Mobile Insurance Exchange . (type of authority; e.g., officer, trustee, attorney in fact) (company name)



[Signature]
(Signature of the Notary)

Paige Owens
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: 5/23/24

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

AMERICAN TRADITIONS INSURANCE COMPANY

By T. John Jerger Jr.

[Corporate Seal]

Print Name: T. John Jerger Jr.

Title: President and CEO

Date: 4/15/2024

STATE OF: Florida

COUNTY OF: Pinellas

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

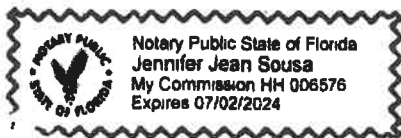
or online notarization, this 15 day of April 2024, by T. John Jerger, Jr.

(name of person)

as President and CEO for American Traditions Insurance Co

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

(company name)



Jennifer Jean Sousa

(Signature of the Notary)

Jennifer Jean Sousa

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires. 07/02/2024

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