



FILED

JAN 31 2023

INSURANCE REGULATION

Docketed by: AB

OFFICE OF INSURANCE REGULATION

IN THE MATTER OF:

CASE NO.: 305835-23-CO

UNITED PROPERTY & CASUALTY
INSURANCE COMPANY

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by UNITED PROPERTY & CASUALTY INSURANCE COMPANY (hereinafter referred to as “UNITED”) of a Renewal Rights Agreement (hereinafter referred to as the “Agreement”) for approval by the OFFICE OF INSURANCE REGULATION (hereinafter referred to as “OFFICE”). The Agreement covers a majority of UNITED’s policyholders and facilitates the winding down of UNITED’s business by, among other things, effectively transferring a segment of UNITED’s policies to SLIDE INSURANCE COMPANY (hereinafter referred to as “SLIDE”). 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. UNITED and SLIDE are domestic property and casualty insurers authorized to transact insurance business in the state of Florida pursuant to Certificates of Authority issued by the OFFICE pursuant to Chapter 624, Part III, Florida Statutes.
3. On December 5, 2022, the OFFICE issued a Consent Order for Public Administrative Supervision (hereinafter “Supervision Order”), in case number 303643-22-CO, in which UNITED

agreed to be placed in public administrative supervision for the purpose of facilitating a solvent runoff of its liabilities and to wind down its affairs in an orderly fashion. Pursuant to the Supervision Order, UNITED had to actively facilitate the placement of its policies with other insurers. The Agreement filed by UNITED with the OFFICE is a result of such requirement of the Supervision Order.

4. UNITED received and evaluated various proposals for the orderly transition of its business and determined that the SLIDE proposal was the most viable plan best suited to protect a majority of UNITED's Florida policyholders.

5. Pursuant to the Agreement, approximately 72,000 of UNITED's policies will be canceled effective February 1, 2023 and be replaced with newly issued short-term replacement policies issued by SLIDE (hereinafter referred to as "Replacement Policies" or "Replacement Policy"), effective February 1, 2023.

6. UNITED and SLIDE have entered into, and filed with the OFFICE, the Agreement, in which UNITED agrees to issue cancellation notices to the selected policyholders and transfer the corresponding unearned premium to SLIDE. SLIDE agrees to issue coverage to the selected UNITED policyholders for the unexpired portion of the UNITED policy term.

7. Pursuant to Section 627.4133(2)(c), Florida Statutes, if an insurer fails to provide the notice required under that subsection, "the coverage provided to the named insured shall remain in effect until the effective date of replacement coverage or until the expiration of a period of days after the notice is given equal to the required notice period, whichever occurs first." Although UNITED is not providing the statutorily required notice of policy cancellation, the effective date of the replacement coverage is February 1, 2023, with no lapse in coverage. The replacement coverage is being provided to the policyholders at the same premium as the UNITED policies, as contemplated by Section 627.4133(2)(c), Florida Statutes. UNITED policyholders will be afforded 30 days to reject the short-term coverage from SLIDE.

8. The OFFICE finds that the Agreement submitted by UNITED provides the most comprehensive protection for a majority of policyholders as well as being responsive to regulatory requirements. The OFFICE approves UNITED's Agreement, as submitted, subject to the following conditions:

a. UNITED shall cancel all selected policies in accordance with this Consent Order and the Agreement.

b. The Replacement Policies issued by SLIDE shall provide substantially similar coverage as provided by the UNITED policy that is being replaced.

c. SLIDE shall charge the same premium for the Replacement Policies as would have been charged by UNITED for that policy.

d. SLIDE shall provide the UNITED policyholders a new Declaration Page that establishes proof of their Replacement Policies and Slide shall issue Replacement Policies using approved UNITED forms.

e. SLIDE is not assuming any obligations of UNITED. Slide shall not be liable for any claims filed by UNITED policyholders with a date of loss prior to February 1, 2023. All claims and obligations arising prior to February 1, 2023 shall remain the sole obligation of UNITED.

f. Any unearned premium policyholders have already paid to UNITED shall be transferred to SLIDE. UNITED shall transfer 100% of the unearned premium for Replacement Policies to SLIDE on February 1, 2023, minus any paid unearned agent commission. Any returned unearned agent commission will be remitted to Slide. If UNITED receives any installment payments related to Replacement Policies, UNITED shall promptly remit such payments to SLIDE.

g. Any Replacement Policy issued by SLIDE 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.

h. Prior to the expiration of the term of the Replacement Policies, SLIDE shall have the exclusive right to renew such policies, and all other UNITED policies that are not part of the Replacement Policies, using SLIDE approved forms and filed rates. In order to minimize policyholder disruption, SLIDE may issue renewals to any UNITED policyholder on less than 45 days' notice through the month of April 2023.

9. The OFFICE hereby approves SLIDE's use of UNITED's current policy forms and rates as necessary for the purpose of issuing the Replacement Policies by SLIDE.

10. In conjunction with the Agreement, UNITED provided the OFFICE with copies of the proposed cancellation notice to be provided to policyholders, and SLIDE provided its proposed letter to policyholders, its pro forma financial statements, confirmation that its existing reinsurance program would provide adequate coverage for the additional UNITED policies, in combination with their own current policies, and confirmation that SLIDE will buy reinsurance sufficient to cover a Probable Maximum Loss of at least a 130 year return time using a model approved by the Florida Hurricane Loss Projection Methodology Commission during the 2023 – 2024 hurricane season. UNITED and SLIDE acknowledge that all of the documents referenced in this paragraph are material to the issuance of this Consent Order.

11. UNITED acknowledges and agrees that the OFFICE has relied upon the representations made in the Agreement, including supporting documents and communications related to the Agreement. Further, UNITED and SLIDE agree to secure written approval from the OFFICE prior to any material deviation from the Agreement.

12. UNITED acknowledges and agrees 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 UNITED in this state, in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

13. Any prior Order(s) of the OFFICE, or Consent Order(s) or corrective action plan(s) that UNITED and SLIDE have entered into with the OFFICE prior to the issuance of this Consent Order, shall apply and remain in full force and effect for UNITED and SLIDE, except where provisions of such Order(s), Consent Order(s), or corrective action plan(s) have expired; have been superseded by subsequent Order(s), Consent Order(s), or corrective action plan(s); or are inconsistent with this Consent Order.

14. Each party to this action shall bear its own costs and attorney's fees.

15. UNITED and SLIDE 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 UNITED and SLIDE may be entitled, either by law or by rules of the OFFICE. UNITED and SLIDE 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.

16. The parties agree this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signature of UNITED, or its authorized representative, and SLIDE, or its authorized representative, under the seal of a notary public, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, UNITED and SLIDE agree that their signatures, as affixed to this Consent Order, shall be under the seal of a Notary Public.

WHEREFORE, the agreement as set forth above between UNITED PROPERTY & CASUALTY INSURANCE COMPANY, SLIDE INSURANCE COMPANY, and the OFFICE OF INSURANCE REGULATION, and the terms and conditions of the Agreement, are APPROVED.

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

DONE and ORDERED this 31st day of January 2023.



Amesh Brangaccio
Commissioner or Designee
Office of Insurance Regulation

By execution hereof, UNITED PROPERTY & CASUALTY 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 he/she has the authority to bind UNITED PROPERTY & CASUALTY INSURANCE COMPANY to the terms and conditions of this Consent Order. The undersigned also certifies that he/she has provided the signature below voluntarily and without coercion, based upon the assistance of legal counsel for UNITED PROPERTY & CASUALTY INSURANCE COMPANY.

UNITED PROPERTY & CASUALTY
INSURANCE COMPANY

By: Brooke Adler

Print Name: Brooke Adler

Title: General Counsel

Date: January 31, 2023

STATE OF Florida

COUNTY OF Pinellas

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

or online notarization, this 31st day of January 2023, by Brooke Adler
(name of person)

as Officer for United Property & Casualty Insurance Co.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



Jordan Bradbury
(Signature of the Notary)
Jordan Bradbury
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification

Type of Identification Produced FL DL

My Commission Expires: 4-7-2023

By execution hereof, SLIDE 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 he/she has the authority to bind SLIDE INSURANCE COMPANY to the terms and conditions of this Consent Order. The undersigned also certifies that he/she has provided the signature below voluntarily and without coercion, based upon the assistance of legal counsel for SLIDE INSURANCE COMPANY.

SLIDE INSURANCE COMPANY

By: *Bruce Lucas*

[Corporate Seal]

Name: Bruce Lucas

(Please type or print)

Title: CEO

Date: 01/31/23

STATE OF Florida

COUNTY OF Hillsborough

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

or online notarization, this 31st day of January 2023, by Bruce Lucas
(name of person)

as CEO for Slide Insurance Company.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



Melissa Hostetler
(Signature of the Notary)

Melissa Hostetler
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known x OR Produced Identification _____

Type of Identification Produced _____

COPIES FURNISHED TO:

WES STRICKLAND, ESQ.
Colodny Fass
119 East Park Avenue
Tallahassee, FL 32301
E-Mail: wstrickland@colodnyfass.com
Telephone: (850)577-0398

ROBERT DANIEL PEED, PRESIDENT
United Property & Casualty Insurance Company
800 2ND Ave. South
St. Petersburg, Fl. 33701

BROOKE ADLER, GENERAL COUNSEL
United Property & Casualty Insurance Company
800 2ND Ave. South
St. Petersburg, Fl. 33701

FRED KARLINSKY, ESQ., SHAREHOLDER
Co-Chair, Insurance Regulatory & Transactions Practice Group
Greenberg Traurig, P.A.
401 East Las Olas Blvd
Suite 2000
Fort Lauderdale, Florida 33301
E-Mail: karlinskyf@gtlaw.com

BRUCE LUCAS, CEO
Slide Insurance Company
4221 W. Boy Scout Blvd.
Tampa, Florida 33607

VIRGINIA CHRISTY, DIRECTOR
Property & Casualty Financial Oversight
200 East Gaines Street
Florida Office of Insurance Regulation
Tallahassee, Florida 32399
E-Mail: virginia.christy@flor.com

ANOUSH ARAKALIAN BRANGACCIO, GENERAL COUNSEL
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399
Telephone: (850) 413-4116
Facsimile: (850) 922-2543
E-Mail: Anoush.Brangaccio@flor.com