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INSURANCE REGULATION
Docketed by: A.M.Y.

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:

MAINSAIL INSURANCE COMPANY
_____/

Index: OIR 2025-158

CASE NO. 401820-25-CO

CONSENT ORDER

THIS CAUSE came for consideration as a result of MAINSAIL INSURANCE COMPANY's ("MAINSAIL") proposal to assume selected commercial lines policies from CITIZENS PROPERTY INSURANCE CORPORATION ("CITIZENS"), which was submitted to the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") for its review on or about June 27, 2025. Following 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 subject matter and the parties herein.

2. CITIZENS has been established in accordance with the provisions of section 627.351(6), Florida Statutes (2025)[1], as amended, to provide insurance for residential and commercial property qualified risks under circumstances specified in the statute.

3. The Florida Legislature has enacted section 627.351(6)(q)3.a. to encourage and provide a means for the depopulation of CITIZENS. CITIZENS submitted a plan of depopulation titled "Citizens Property Insurance Corporation Personal Residential and Commercial Lines Non-Bonus Depopulation Plan" ("Plan"), which the OFFICE adopted in Order No. 199206-16 and

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

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approved on November 30, 2016, and amended on December 2, 2016. In December 2022, the Florida Legislature amended section 627.351(6)(c)5.b., through ch. 2022-271(8), Laws of Florida[2]. As a result of this statutory change, which applies to take-out offers that are part of an application to participate in depopulation submitted to the OFFICE on or after January 1, 2023, the Plan will conflict with Florida law. The Plan provides the terms and conditions that serve as the basis for this Consent Order except where the Plan conflicts with section 627.351(6)(c)5.b. (2022), as amended by ch. 2022-271(8); the Florida Statutes in effect at the time of the assumption will control. MAINSAIL shall abide by the terms and conditions of the Plan and section 627.351(6)(c)5.b. (2022), as amended by ch. 2022-271(8), as a condition of issuance of this Consent Order.

4. MAINSAIL is a Texas-domiciled property and casualty insurance company authorized to transact insurance in the State of Florida.

5. On or about June 27, 2025, MAINSAIL submitted a proposal to assume selected policies from CITIZENS. The policies are expected to be assumed on or about November 25, 2025, and the proposal provides for an assumption of up to 1,390 policies, consisting of 765 commercial residential multi-peril policies and 625 commercial residential wind-only policies from the CITIZENS' Account.

6. MAINSAIL understands that the selected policies to be assumed from CITIZENS on November 25, 2025, or at a later date approved by the OFFICE and CITIZENS, will not be subject to any incentive or bonus plan, whether statutory or otherwise.

[2] Whenever an offer of coverage for a commercial lines residential risk is received for a policyholder of the corporation at renewal from an authorized insurer, the risk is not eligible for coverage with the corporation unless the premium for coverage from the authorized insurer is more than 20% greater than the corporation's renewal premium for comparable coverage. Ch. 2022-271(8), Laws of Florida.

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7. Coverage offered by MAINSAIL must be "comparable coverage" as required by section 627.351(6). MAINSAIL cannot establish comparable coverage through the offer of optional endorsements. Comparable coverage means, at a minimum, that the offer of coverage, without endorsements, include the same major covered perils at substantially similar levels of coverage as that already provided by CITIZENS. The premium calculation used to determine the 20% eligibility threshold detailed in section 627.351(6) must be calculated using offers of coverage that are comparable without the need to offer additional terms or endorsements.

8. Because of the potential harmful impact to Florida policyholders, MAINSAIL shall not make take-out offers to CITIZENS policyholders that are more than 40% higher than the policyholder's estimated renewal premium with CITIZENS. MAINSAIL must use rates that have either been approved by the OFFICE or rates that have been filed with the OFFICE as "use and file" prior to the date by which MAINSAIL must provide to CITIZENS its preferred policy selections and estimated renewal premiums for the subject assumption period as specified in the 2025 Assumption Calendar published by CITIZENS. The estimated premium offered by MAINSAIL must reflect the cost of an offer of comparable coverage.

9. MAINSAIL is responsible for ensuring that it has entered or will enter into appropriate agreements with CITIZENS to effectuate the assumption of policies as authorized by this Consent Order. By entering into this Consent Order, MAINSAIL represents that it will comply with any such agreements between it and CITIZENS.

10. MAINSAIL must timely provide to CITIZENS all information required by the 2025 Assumption Calendar published by CITIZENS. MAINSAIL acknowledges that neither approval by CITIZENS nor entry into this Consent Order by the OFFICE constitutes a guarantee

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that the above-referenced policies will ultimately be available to MAINSAIL for assumption from CITIZENS, as the availability of policies for assumption may vary over time.

11. MAINSAIL shall limit its actual assumption of policies from CITIZENS to the number and type of policies authorized by the OFFICE in this Consent Order. The OFFICE based its review on MAINSAIL's proposed reinsurance program, catastrophe modeling, and financial statement projections, as well as the impact on policyholders. Such reinsurance program, catastrophe modeling, and financial statement profiles were based upon MAINSAIL's projected book of property policies, MAINSAIL's projected voluntary market writings, and the actual number of policies available in CITIZENS prior to the anticipated assumption date identified by MAINSAIL as satisfying its filed and approved underwriting guidelines.

12. MAINSAIL submitted the proposed reinsurance documentation and financial projections for the assumption of up to the number and types of CITIZENS' policies as set forth in paragraph five (5) above. Each additional assumption of CITIZENS' policies by MAINSAIL shall be subject to advance written approval by the OFFICE.

13. MAINSAIL's acquisition of adequate reinsurance and maintenance of executed reinsurance agreements are material to the OFFICE's review and analysis of MAINSAIL's proposal to assume selected policies from CITIZENS and to the OFFICE's approval of assumptions in the proposal.

14. MAINSAIL agrees to submit evidence of bound reinsurance coverage prior to the assumption date of November 25, 2025. MAINSAIL agrees to submit reinsurance summary statements and executed copies of any reinsurance agreements entered into as a result of the assumption as soon as they are available after the assumption date of November 25, 2025.

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15. MAINSAIL expressly waives its right to any hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all other and further proceedings herein to which it may be entitled by law or by rules of the OFFICE. MAINSAIL agrees not to appeal or otherwise contest this Consent Order in any forum now or in the future available to it, including its right to any administrative proceeding, state or federal court action, or any appeal.

16. MAINSAIL represents that all explanations and documents made or submitted to the OFFICE as part of its proposal to assume selected policies from CITIZENS, including all attachments and supplements thereto, fully describe all transactions, agreements, and understandings relating to the assumption of policies from CITIZENS by MAINSAIL. However, all draft documents and non-executed agreements relating to MAINSAIL's plan shall not be deemed approved by this Consent Order until such time as executed agreements or final documents are submitted to and approved by the OFFICE.

17. The parties agree this Consent Order will be deemed executed when the OFFICE has signed a copy of this Consent Order bearing the signature of the authorized representative of MAINSAIL, notwithstanding the fact the copy was transmitted to the OFFICE electronically. MAINSAIL agrees the signature of its representative as affixed to this Consent Order shall be under seal of a Notary Public.

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

IT IS THEREFORE ORDERED that:

(A) Upon consideration of the proposal to assume selected policies from CITIZENS, including its attachments, the OFFICE approves the assumption of selected policies from CITIZENS, subject to adherence to the terms and conditions of this Consent Order by MAINSAIL.

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(B) The OFFICE approves the assumption of CITIZENS' policies up to the amounts set forth above in paragraph five (5), in accordance with any agreements between MAINSAIL and CITIZENS, and this Consent Order.

(C) Regarding all reinsurance matters, MAINSAIL shall:

(i) Secure and maintain catastrophe reinsurance at such levels that are acceptable to the OFFICE but in no event less than that evidenced to the OFFICE in the proposal to assume selected policies from CITIZENS;

(ii) Notify the OFFICE of any termination of any of its reinsurance agreements. The notification shall be made to the OFFICE in writing sixty days prior to the effective date of any such termination; and

(iii) Comply with the requirements of section 624.610, with regard to all of its reinsurance arrangements.

(D) MAINSAIL shall participate annually in any examination of MAINSAIL's reinsurance program as requested by the OFFICE. Based upon the OFFICE's review of the models and plans, MAINSAIL may be required at the OFFICE's sole discretion to take corrective action to cure any overexposure identified by the OFFICE. Such action may include obtaining additional amounts of reinsurance coverage as directed by the OFFICE or suspending writing of any additional business, including the CITIZENS policies.

(E) Upon the expiration of the assumed CITIZENS policies, MAINSAIL shall provide coverage substantially equivalent to that afforded by CITIZENS at rates that have either been approved by the OFFICE or rates that have been filed with the OFFICE as "use and file", unless such policies are cancelled or nonrenewed by MAINSAIL for a lawful reason.

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(F) At the time MAINSAIL assumes any policy of insurance from CITIZENS, MAINSAIL shall either obtain a new policy application from each affected policyholder or maintain in its files a copy of the policyholder's application on file with CITIZENS. If MAINSAIL chooses the former option, MAINSAIL may not initiate any retroactive increase in rates or premium or any retroactive decrease in coverage provided under the assumed CITIZENS policy (if applicable) as a result of the information obtained from or through the new policy application.

(G) For a period of three (3) years immediately following the date of entry of this Consent Order, MAINSAIL shall abide by the proposal to assume selected policies from CITIZENS in all material respects. Further, MAINSAIL shall abide by all terms of this Consent Order and all provisions of any agreements entered into with CITIZENS.

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(H) Should the OFFICE determine MAINSAIL has failed to materially comply with the terms of this Consent Order, the proposal to assume selected policies from CITIZENS, including its attachments and amendments thereto as submitted to the OFFICE, or terms of any agreements with CITIZENS, MAINSAIL shall, upon receipt of notice of such material non-compliance, have sixty days to cure its material non-compliance. In the event MAINSAIL fails to cure any such material non-compliance within the 60-day period, MAINSAIL expressly agrees the OFFICE may enter an order directing it to immediately cease writing commercial or other lines of insurance within the State of Florida, imposing such other sanctions authorized by statute or rule, or imposing other restrictions as may be deemed appropriate by the OFFICE.

WHEREFORE, the assumption of up to 1,390 policies, consisting of 765 commercial residential multi-peril policies and 625 commercial residential wind-only policies from the CITIZENS' Account, for the initial assumption starting on or about November 25, 2025, subject to the terms and conditions of this Consent Order, is hereby APPROVED.

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

DONE and ORDERED this 22 day of August, 2025.

Michael Yaworsky, Commissioner
Office of Insurance Regulation

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By execution hereof, MAINSAIL 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 therein. The undersigned represents that they have the authority to bind MAINSAIL INSURANCE COMPANY to the terms and conditions of this Consent Order.

[Corporate Seal]

MAINSAIL INSURANCE COMPANY

Tracey Keefe Sharis, CEO and President
Mainsail Insurance Company

STATE OF NEW JERSEY

COUNTY OF MORRIS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 22nd day of August 2025, by Tracey Sharis
(name of person)

as Chief Executive Officer for Mainsail Insurance Company.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

[Notary Seal]

DAVID S. SILBERMAN
Notary Public, State of New Jersey
Comm. # 50159410
My Commission Expires 5/4/2026

(Signature of the Notary)

David Silberman
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: 05/04/2026

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