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AUG 18 2025

INSURANCE REGULATION
Docketed by: A.M.Y.

# OFFICE OF INSURANCE REGULATION

**MICHAEL YAWORSKY**
COMMISSIONER

**Index: OIR 2025-145**

IN THE MATTER OF:

CASE NO.: 401792-25-CO

TOWER HILL PRIME INSURANCE COMPANY
_____/

## CONSENT ORDER

THIS CAUSE came for consideration as the result of a market conduct examination of TOWER HILL PRIME INSURANCE COMPANY ("TOWER HILL") conducted by the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE"). The OFFICE having considered the records in this case and being otherwise fully advised in the premises, finds as follows:

## JURISDICTION AND PARTIES

1. The OFFICE has jurisdiction over TOWER HILL and the subject matter of this proceeding.

2. TOWER HILL is a Florida domestic property and casualty insurer that became authorized to transact business in Florida on February 18, 2000. The OFFICE issued a certificate of authority to TOWER HILL, in accordance with chapter 624, Part III, Florida Statutes. TOWER HILL is authorized to write the Fire, Allied Lines, Farmowners Multi-Peril, Homeowners Multi-Peril and various other lines of business in the State of Florida.

## BACKGROUND

3. On or about April 1, 2025, the OFFICE completed a targeted Market Conduct Examination of TOWER HILL ("Exam"). The OFFICE completed the Exam in accordance with section 624.3161(7)(b), Florida Statutes (2025). As part of the exam, the OFFICE reviewed TOWER HILL's Hurricane Ian claims-handling operations and issued a report with the OFFICE's findings.

4. The OFFICE documented the following violations of the Florida Insurance Code by TOWER HILL:

a. Failure to acknowledge claims communications within fourteen calendar days (section 627.70131(1)(a), Florida Statues (2022);[1]

b. Failure to include the name and license number of the adjuster communicating about the claim in a subsequent communication with the policyholder (section 627.70131(3)(c), Florida Statues (2025)); and

c. Failure to pay or deny initial, supplemental, or reopened claims within ninety days (section 627.70131(7)(a), Florida Statutes (2022)).

[1]Section 627.70131, Florida Statutes (2023), reduced the 14-day timeframe to 7 days, the 45-day timeframe to 30 days, and the 90-day timeframe to 60 days. Other revisions were also made to the law.

## VIOLATIONS OF THE FLORIDA INSURANCE CODE

**TOWER HILL violated section 627.70131(1)(a), Florida Statutes (2022), because it failed to acknowledge claims communications within fourteen calendar days.**

5. Section 627.70131(1)(a), Florida Statutes (2022), provides that upon an insurer's receiving a communication with respect to a claim, the insurer shall, within fourteen calendar days, review and acknowledge receipt of such communication unless payment is made within that period of time or unless the failure to acknowledge is caused by factors beyond the control of the insurer.

6. In thirty-six instances, the OFFICE documented that TOWER HILL did not acknowledge receipt of a claim communication within fourteen calendar days.

**TOWER HILL violated section 627.70131(3)(c), because it failed include the name and license number of the adjuster communicating about the claim in a subsequent communication with the policyholder.**

7. Section 627.70131(3)(c) provides that any subsequent communication with the policyholder regarding the claim must also include the name and license number of the adjuster communicating about the claim.

8. In twenty-nine instances, the OFFICE documented that TOWER HILL did not include the name and license number of the adjuster communicating about the claim in a subsequent communication with the policyholder.

**TOWER HILL violated section 627.70131(7)(a), Florida Statutes (2022), because it failed to pay or deny initial, supplemental, or reopened claims within ninety days.**

9. Section 627.70131(7)(a), Florida Statutes (2022), provides that within ninety days after an insurer receives notice of an initial, reopened, or supplemental property insurance claim from a policyholder, the insurer shall pay or deny such claim or a portion of the claim.

10. In twenty-one instances, the OFFICE documented that TOWER HILL did not pay or deny initial, supplemental, or reopened claims within ninety days.

## CONCLUSION

11. Section 624.418 provides that the OFFICE may, in its discretion, suspend or revoke the certificate of authority of an insurer if it finds that the insurer has violated any provision of the Code.

12. Section 624.4211 provides that if the OFFICE finds that one or more grounds exist for the discretionary revocation or suspension of a certificate of authority issued under Chapter 624, it may, in lieu of such revocation or suspension, impose a fine upon the insurer.

13. The OFFICE finds that TOWER HILL has violated section 627.70131(1)(a), (7)(a), Florida Statutes (2022) and section 627.70131(3), Florida Statutes (2025).

14. TOWER HILL agrees that within ten days of the execution of this Consent Order, TOWER HILL shall pay an administrative fine in the amount of $250,000 U.S. Dollars ("USD") and administrative costs in the amount of $2,000 USD to the OFFICE. TOWER HILL shall not provide payment before the Commissioner executes this Consent Order. TOWER HILL shall send its payment to the address reflected on the invoice attached hereto as "Exhibit A."

15. TOWER HILL agrees to conduct an internal audit of all Hurricane Ian claims to ensure the claim, damage, or loss was adjusted in accordance with the terms and conditions of the contract, as required by section 626.877, Florida Statutes and Rule 69O-142.011(10)(a)4, Florida Administrative Code. TOWER HILL further agrees to complete the internal audit and provide a report to the OFFICE within sixty days upon the execution of this Consent Order. The report shall include a list of all Hurricane Ian claims, amount of supplemental payments and interest due, and dates of when the payments were issued, if appliable. As of June 19, 2025, TOWER HILL paid $46,320.09 in restitution to policyholders due to underpayment of claims.

16. 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.

17. TOWER HILL agrees that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon TOWER HILL's certificate of authority in this state, in accordance with sections 120.569(2)(n) and 120.60(6), Florida Statutes.

18. TOWER HILL additionally agrees that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may be considered willful and subject TOWER HILL to appropriate penalties and fines, as specifically authorized by law.

19. TOWER HILL additionally agrees that any future violations of the statutes or rules named herein may be deemed willful, subjecting TOWER HILL to penalties as the OFFICE deems appropriate.

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

21. Except as noted above, each party to this action shall bear its own costs.

22. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy of this Consent Order bearing the notarized signature of the authorized representative of TOWER HILL.

WHEREFORE, the agreement between TOWER HILL PRIME INSURANCE COMPANY and the FLORIDA OFFICE OF INSURANCE REGULATION, the terms and conditions of which are set forth above, is APPROVED.

All terms and conditions contained herein are hereby ORDERED.

DONE AND ORDERED this 18 day of August, 2025.

Michael Yaworsky, Commissioner
Office of Insurance Regulation

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

TOWER HILL PRIME INSURANCE COMPANY

By: Kevin Kasitz

[Corporate Seal]

Print Name: Kevin Kasitz

Title: CEO

Date: 8/6/2025

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of August 2025, by Kevin Kasitz (name of person) as CEO (type of authority; e.g., officer, trustee, attorney-in-fact) for Tower Hill Prime Insurance Company (company name)

Notary Public State of Florida
Jessica Cowart
My Commission HH 392136
Expires 7/16/2027

(Signature of the Notary)

Jessica Cowart
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced –

My Commission Expires 07/16/27

COPIES FURNISHED TO:

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