



LOUISIANA DEPARTMENT OF INSURANCE  
JAMES J. DONELON  
COMMISSIONER

April 11, 2022

Certified Mail Receipt Number: 70192280000105040965

Mr. Brad Martz  
Ms. Brooke Adler  
United Property & Casualty Insurance Company  
800 2nd Ave. S.  
St. Petersburg, FL 33701

Re: Examination of United Property & Casualty Insurance Company (NAIC 10969) as of  
June 30, 2021

Dear Mr. Martz and Ms. Adler:

Please find enclosed a copy of the above referenced examination report which has been adopted by the Louisiana Department of Insurance.

The report must be submitted to all Directors of the Company and each must sign the enclosed affidavit stating that they have received a copy of the report. The executed forms must be returned to this office within thirty (30) days of delivery of this letter as certified by return receipt. Please send these forms to the attention of Lisa Fullington. Failure to comply may result in regulatory action.

This report is now open for public inspection. You have a right to demand a hearing pursuant to La. R.S. 22:2191 within thirty (30) days of your receipt of this letter and report.

If you have any questions, please call Lisa Fullington, at (225) 219-5159.

Sincerely,

Jeffrey Zewe  
Deputy Commissioner  
Office of Consumer Services

JWZ/as  
Enclosures

DATE: \_\_\_\_\_

Honorable James J. Donelon  
Commissioner of Insurance  
Baton Rouge, Louisiana

This is to certify that I, \_\_\_\_\_, the undersigned  
(Please Print Name)

Director of United Property & Casualty Insurance Company have received and read the report of examination and related directives of said Company as of June 30, 2021 completed by a representative of the Commissioner of Insurance.

\_\_\_\_\_  
Director

**LOUISIANA DEPARTMENT OF INSURANCE**

**Report of the**

**TARGETED MARKET CONDUCT EXAMINATION**

**OF**

**United Property & Casualty Insurance Company  
NAIC Company Code 10969**

**800 2<sup>nd</sup> Avenue South  
St. Petersburg, FL 33701**

**For the Examination Period  
August 27, 2020 through June 30, 2021**

**EXAMINATION REPORT PREPARED BY  
INDEPENDENT CONTRACTORS FOR  
THE LOUISIANA DEPARTMENT OF INSURANCE**

**April 1, 2022**

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**SALUTATION**

April 1, 2022

Honorable James J. Donelon  
Insurance Commissioner  
State of Louisiana  
P.O. Box 94214  
Baton Rouge, LA 70804-9214

Commissioner Donelon:

Pursuant to your instructions and in compliance with the provisions of La. R.S. 22:1967 and La. R.S. 22:1981, et seq., a market conduct examination has been conducted of:

United Property & Casualty Insurance Company  
NAIC Company Code 10969

800 2<sup>nd</sup> Avenue South  
St. Petersburg, FL 33701

The report thereon, as of June 30, 2021, is herein respectfully submitted.

## Scope of the Examination

The Louisiana Department of Insurance (the LDI or the Department) conducted a targeted Market Conduct Examination (Examination) of United Property & Casualty Insurance Company (UPC or Company). The scope of the examination is limited to claims arising as a result of Hurricanes Laura, Delta, and Zeta and includes analyses of the Company's complaint and claims handling processes specifically for the homeowners lines of business. The Examination covered the period August 27, 2020 through June 30, 2021 (Examination Period).

The Examination commenced on July 1, 2021 and was called pursuant to La. R.S. 22:1967 and La. R.S. 22:1981, et seq. The Department retained Risk & Regulatory Consulting, LLC (RRC or Examiners) to assist the Department with the Examination.

This Report of Examination (Report) reflects the Louisiana insurance activities of the Company. The Examination was conducted under the direction and overall management and control of representatives of the LDI.

The Report is a report by exception. All unacceptable or non-compliant practices may not have been identified. The failure to identify specific non-compliant Company practices does not constitute acceptance of these practices.

RRC personnel participated in this Examination in their capacity as Market Conduct Examiners. RRC provides no representations regarding questions of legal interpretation or opinion. The determination of violations or potential violations (Finding) is the sole responsibility of the LDI. All statutory citations or any other legal interpretations included herein were confirmed by the LDI for inclusion in this Report. In reviewing materials for this Report, the Examiners relied upon records provided by the Company.

## Company Profile

United Property & Casualty Insurance Company was incorporated on February 25, 1999 and is domiciled in the state of Florida. The Company became an Admitted Insurer in Louisiana on April 25, 2014 and received its certificate of authority to write Florida business on April 2, 1999, and places direct business through a network of independent agents. The Company provides property insurance in catastrophe exposed areas.

The Company offers homeowners, dwelling fire and flood policies in the states of Connecticut, Florida, Georgia, Louisiana, Massachusetts, New Jersey, New York, North Carolina, Rhode Island, South Carolina, and Texas. As of December 30, 2020, the Company was also authorized, but not writing in, the states of Alabama, Delaware, Maryland, Mississippi, New Hampshire, and Virginia.

United Insurance Management, L.C., an affiliated entity, is the Managing General Agent (MGA) for the Company and provides services including underwriting, customer service, marketing, and claims adjusting and processing services. Another affiliated entity, Skyway Claims Services, LLC, performs claim adjustment services for the Company. A third affiliated entity, Skyway Reinsurance Services, LLC, handles reinsurance placement and brokerage services for the Company.

Net admitted assets as of September 30, 2021, were approximately \$709.5 million, with policyholders' surplus of approximately \$95.3 million. As of November 30, 2021, the Company had a Demotech financial strength rating of A. The Company's ultimate parent is United Insurance Holdings Corp.

As of December 31, 2020, the Company's direct earned premiums in Louisiana totaled approximately \$75.2 million, with homeowners insurance comprising approximately \$65.4 million of the total.

### LOUISIANA HOMEOWNERS DIRECT PREMIUM WRITTEN AND EARNED<sup>1</sup>

Year	All Lines Direct Premium Written	All Lines Direct Premium Earned	Line 4 Homeowners Direct Premium Written	Line 4 Homeowners Direct Premium Earned
First Six Months of 2021 through June 30, 2021	\$25,724,534	Not Available	Not Available	Not Available
2020	\$81,356,690	\$75,187,379	\$70,136,248	\$65,417,805

<sup>1</sup> Sources: SNL Financial, UPC 2020 Annual and 2021 2<sup>nd</sup> Quarter Schedule T Statements

## **Examiners' Methodology**

The Examination is based upon standards and testing approved by the LDI. The Examiners' work plan was developed based upon a targeted examination approach as determined by the LDI and relevant Louisiana insurance laws. The NAIC Market Regulation Handbook (Handbook) served as guidance and the basis for the procedures performed, modified to meet the specific needs of the LDI and consider Louisiana laws. Examination testing procedures were performed following the review of preliminary data requests, interviews with management, and consultation with the LDI.

During the course of the Examination, the Examiners selected and tested samples related to the scope of the Examination. Specifically, the Examination focused on a review of the following practices and procedures:

1. Operations and Management
2. Complaint Handling
3. Claims Handling
  - a. Closed with payment claims
  - b. Closed without payment claims

The Examiners accomplished a review of these areas through the interviews with senior Company managers and officers, who explained the Company's operations, and through the examination of the Company's policies and procedures, and random sample testing of complaints and claim files.

The Report is focused on improper practices by the Company, which resulted in non-compliance with Louisiana laws. Criticisms were prepared and communicated to the Company addressing potential violations identified during the Examination. Violations and areas of non-compliance are cited in this Report as a Finding. All Findings have been approved by the LDI, prior to submitting them to the Company for their review and response.

The Examiners recommended a sampling methodology and approach which included random and judgmental sample selections specific to the scope areas under review. Galvanize was used to select each random sample. Each sampling methodology and approach was approved by the LDI.

### **Operations and Management**

The Examiners submitted Information and Data Requests (IDR) during the Examination, for which the Company provided responses. Interviews were conducted with the Company's management and personnel knowledgeable of the Company's operations. The Examiners reviewed information about the Company's internal and external audits to determine whether audits were completed in accordance with specific Louisiana laws.

### **Complaint Handling**

The Examiners submitted IDRs during the Examination, for which the Company provided responses. Interviews were conducted with the Company's management and operational personnel knowledgeable of the Company's complaint handling processes and procedures. The Examiners used the information from these sources to determine whether complaint handling procedures were adequate. A random sample was



selected from the Company's complaint logs, which were provided for the Examination Period to test for compliance with specific Louisiana laws.

The complaints selected were reviewed to determine whether complaint files were handled in accordance with Louisiana laws and the Company's complaint handling procedures and whether there was sufficient documentation to show the Company addressed all aspects of the complaint. The Examiners also tested the complaint samples to determine whether the Company's responses to the LDI were timely, complete, and accurate. In addition, the Examiners reviewed claims associated with each complaint sample to determine whether the Company's claim disposition was reasonable and whether the disposition was changed as a result of the complaint. The Examiners' testing of the associated claims included determining when satisfactory proof of loss was submitted to the Company. The Examiners considered satisfactory proof of loss when the Company received sufficient information from the insured and/or inspections were completed indicating a payment was owed.

### **Claims Handling**

The Examiners submitted IDRs throughout the course of the Examination, for which the Company provided responses. Interviews were conducted with the Company's claim management and operational personnel knowledgeable of the Company's claim handling processes, practices, and procedures.

The Examiners selected and tested random samples of claims closed with payment and claims closed without payment during the Examination Period. The claims selected were reviewed to determine whether the claim files were handled in accordance with Louisiana laws, the Company's claim handling procedures and whether there was sufficient documentation to show the Company handled the claim correctly. The Examiners' testing of the sampled claims included determining when satisfactory proof of loss was submitted to the Company. The Examiners considered satisfactory proof of loss when the Company received sufficient information from the insured and/or inspections were completed indicating a payment was owed.

## **Examination Executive Summary**

The following is a summary intended to provide a high-level overview of the results of the Examination and all substantive issues identified. The details regarding the scope of the Examination, the testing performed, and Findings from the Examination are discussed further within this Report.

Specific populations, sample sizes, number of errors, and error rates for the areas tested are summarized in a table in the Examination Summary section of this Report. Detailed discussion of each Finding, including relevant laws, is included in the Factual Findings section of this Report.

The Examination disclosed the following Findings:

### **Operations and Management**

#### **Finding #1 (Crit #1)**

The Company was deemed to be in violation of Louisiana R.S. 22:1625(C) as the Company did not conduct a periodic on-site review of the underwriting and claims processing operations of its MGA. The Company disagreed with the Finding.

### **Claims Handling**

#### **Finding #1 (Crit #2)**

The Company was deemed to be in violation of Louisiana R.S. 22:1973. In two of the 25 claims with payment during the Examination Period, or 8.0% of the sample, the Company failed to make a payment within 60 days after satisfactory proof of loss was submitted. The Company agreed with the Finding.

#### **Finding #2 (Crit #2)**

The Company was deemed to be in violation of Louisiana R.S. 22:1892. In three of the 25 claims with payment during the Examination Period, or 12.0% of the sample, the Company failed to make a payment within 30 days after satisfactory proof of loss was submitted. The Company agreed and disagreed with the Finding.

#### **Finding #3 (Crit #3)**

The Company was deemed to be in violation of Louisiana R.S. 22:1964(14)(g). In two of the 25 claims with payment during the Examination Period, or 8.0% of the sample, the Company compelled insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered. The Company disagreed with the Finding.

#### **Finding #4 (Crit #4)**

The Company was deemed to be in violation of Louisiana R.S. 22:1964(16). In seven of the 131 claims without payment during the Examination Period, or 5.3% of the sample, the Company did not maintain complete and accurate records and/or did not provide records/documentation. The Company agreed and disagreed with the Finding.

#### **Finding #5 (Crit #4)**

The Company was deemed to be in violation of Louisiana R.S. 22:1990. In seven of the 131 claims without payment during the Examination Period, or 5.3% of the sample, the Company did not maintain complete and

accurate records and/or did not provide records/documentation. The Company agreed and disagreed with the Finding.

**Finding #6 (Crit #5)**

The Company was deemed to be in violation of Louisiana R.S. 22: 1964(14)(b), (c) and (f). In one of the 25 claims with payment during the Examination Period, or 4.0% of the sample, the Company's utilization of multiple desk adjusters delayed the claim investigation and settlement of the claim. The Company disagreed with the Finding.

**Finding #7 (Crit #6)**

The Company was deemed to be in violation of Louisiana R.S. 22:1896. In two of the 25 claims with payment during the Examination Period, or 8.0% of the sample, the Company failed to respond to claim inquires and requests within 14 days of the inquiry or request. The Company agreed and disagreed with the Finding.

**Finding #8 (Crit #6)**

The Company was deemed to be in violation of Louisiana R.S. 22:1892. In two of the 25 claims with payment during the Examination Period, or 8.0% of the sample, the Company failed to act on the claim within 30 days after receipt of satisfactory proofs of loss. The Company agreed and disagreed with the Finding.

**Finding #9 (Crit #7)**

The Company was deemed to be in violation of Louisiana R.S. 22: 1964(14)(b), (c) and (f). In one of the 131 claims without payment during the Examination Period, or 0.8% of the sample, the Company's utilization of multiple desk adjusters delayed the claim investigation and settlement of the claim. The Company disagreed with the Finding.

## **Examination Factual Findings**

### **Operations and Management**

#### **Finding #1 – Periodic On-site Audits (Crit 1 – Company Disagreed)**

The Examiners found that United Insurance Management, L.C. meets the definition of an MGA for United Property & Casualty Insurance Company in Louisiana. The Company failed to review this entity on-site at least semi-annually during the Examination Period. The Company disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

#### **R.S. 22:1625(C)**

Duties of insurers

C. The insurer shall periodically, but no less often than semi-annually, conduct an on-site review of the underwriting and claims processing operations of the MGA.

### **Claims Handling**

#### **Finding #1 – Failure to Pay Claims Timely (Crit #2 – Company Agreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in two of the 25 sample claims with payment, or 8.0% of the sample, the Company failed to make a payment within 60 days after satisfactory proof of loss was submitted. The two claims were paid 70 and 96 days after satisfactory proof of loss was submitted to the Company. The Company agreed with the Finding and was deemed to be in violation of the following Louisiana statute:

#### **R.S. 22:1973**

Good faith duty; claims settlement practices; cause of action; penalties

A. An insurer, including but not limited to a foreign line and surplus line insurer, owes to his insured a duty of good faith and fair dealing. The insurer has an affirmative duty to adjust claims fairly and promptly and to make a reasonable effort to settle claims with the insured or the claimant, or both. Any insurer who breaches these duties shall be liable for any damages sustained as a result of the breach.

B. Any one of the following acts, if knowingly committed or performed by an insurer, constitutes a breach of the insurer's duties imposed in Subsection A of this Section:

- (1) Misrepresenting pertinent facts or insurance policy provisions relating to any coverages at issue.
- (2) Failing to pay a settlement within thirty days after an agreement is reduced to writing.
- (3) Denying coverage or attempting to settle a claim on the basis of an application which the insurer knows was altered without notice to, or knowledge or consent of, the insured.
- (4) Misleading a claimant as to the applicable prescriptive period.
- (5) Failing to pay the amount of any claim due any person insured by the contract within sixty days after receipt of satisfactory proof of loss from the claimant when such failure is arbitrary, capricious, or without probable cause.

(6) Failing to pay claims pursuant to R.S. 22:1893 when such failure is arbitrary, capricious, or without probable cause.

**Finding #2 – Failure to Pay Claims Timely (Crit #2 – Company Agreed and Disagreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in three of the 25 sample claims with payment, or 12.0% of the sample, the Company failed to make a payment within 30 days after satisfactory proof of loss was submitted. The three claims were paid 52, 70, and 96 days after satisfactory proof of loss was submitted to the Company. The Company agreed and disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1892**

Payment and adjustment of claims, policies other than life and health and accident; personal vehicle damage claims; extension of time to respond to claims during emergency or disaster; penalties; arson-related claims suspension

A. (1) All insurers issuing any type of contract, other than those specified in R.S. 22:1811, 1821, and Chapter 10 of Title 23 of the Louisiana Revised Statutes of 1950, shall pay the amount of any claim due any insured within thirty days after receipt of satisfactory proofs of loss from the insured or any party in interest. The insurer shall notify the insurance producer of record of all such payments for property damage claims made in accordance with this Paragraph.

(2) All insurers issuing any type of contract, other than those specified in R.S. 22:1811, R.S. 22:1821, and Chapter 10 of Title 23 of the Louisiana Revised Statutes of 1950, shall pay the amount of any third party property damage claim and of any reasonable medical expenses claim due any bona fide third party claimant within thirty days after written agreement of settlement of the claim from any third party claimant.

(3) Except in the case of catastrophic loss, the insurer shall initiate loss adjustment of a property damage claim and of a claim for reasonable medical expenses within fourteen days after notification of loss by the claimant. In the case of catastrophic loss, the insurer shall initiate loss adjustment of a property damage claim within thirty days after notification of loss by the claimant except that the commissioner may promulgate a rule for extending the time period for initiating a loss adjustment for damages arising from a presidentially declared emergency or disaster or a gubernatorially declared emergency or disaster up to an additional thirty days. Thereafter, only one additional extension of the period of time for initiating a loss adjustment may be allowed and must be approved by the Senate Committee on Insurance and the House Committee on Insurance, voting separately. Failure to comply with the provisions of this Paragraph shall subject the insurer to the penalties provided in R.S. 22:1973.

(4) All insurers shall make a written offer to settle any property damage claim, including a third-party claim, within thirty days after receipt of satisfactory proofs of loss of that claim.

B. (1) Failure to make such payment within thirty days after receipt of such satisfactory written proofs and demand therefor or failure to make a written offer to settle any property damage claim, including a third-party claim, within thirty days after receipt of satisfactory proofs of loss of that claim, as provided in Paragraphs (A)(1) and (4) of this Section, respectively, or failure to make such payment within thirty days after written agreement or settlement as provided in Paragraph (A)(2) of this Section when such failure is found to be arbitrary, capricious, or without probable cause, shall subject the insurer to a penalty, in addition to the amount of the loss, of fifty percent damages on the amount found to be due from the insurer to the

insured, or one thousand dollars, whichever is greater, payable to the insured, or to any of said employees, or in the event a partial payment or tender has been made, fifty percent of the difference between the amount paid or tendered and the amount found to be due as well as reasonable attorney fees and costs. Such penalties, if awarded, shall not be used by the insurer in computing either past or prospective loss experience for the purpose of setting rates or making rate filings.

**Finding #3 – Compel to Institute Litigation (Crit #3 – Company Disagreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in two of the 25 sample claims with payment, or 8.0% of the sample, the Company compelled insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered. In the first claim, the insured was compelled to institute litigation after the Company failed to pay the full claim amount even after a reinspection was completed and public adjuster's report was provided to the Company. In the second claim, the insured was compelled to institute litigation after the Company failed to pay the full claim amount even after a reinspection was completed. The Company disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1964**

Methods, acts, and practices which are defined herein as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(14) Unfair claims settlement practices. Committing or performing with such frequency as to indicate a general business practice any of the following:

(g) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds.

**Finding #4 – Failure to Maintain and/or Produce Records, Documents and Files (Crit #4 – Company Agreed and Disagreed)**

The Examiners selected a random sample of 131 claims without payment for review and found in seven of the 131 sample claims without payment, or 5.3% of the sample, the Company did not maintain complete and accurate records and/or did not provide records/documentation. The Company did not maintain coverage decision letters for six claims and did not maintain a settlement letter for the seventh claim. The Company agreed and disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1964**

Methods, acts, and practices which are defined as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(16) Failure to maintain marketing and performance records. Failure of an insurer to maintain its books, records, documents, and other business records in such an order that data regarding complaints, claims,

rating, underwriting, and marketing are accessible and retrievable for examination by the insurance commissioner. Data for at least the current calendar year and the two preceding years shall be maintained.

**Finding #5 – Failure to Maintain and/or Produce Records, Documents and Files (Crit #4 – Company Agreed and Disagreed)**

The Examiners selected a random sample of 131 claims without payment for review and found in seven of the 131 sample claims without payment, or 5.3% of the sample, the Company did not maintain complete and accurate records and/or did not provide records/documentation. The Company did not maintain coverage decision letters for six claims and did not maintain a settlement letter for the seventh claim. The Company agreed and disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1990**

Production of books and records

Every insurer being examined, its officers, employees and representatives, shall produce and make freely accessible to the commissioner of insurance the accounts, records, documents and files in its possession or control relating to the subject of the examination, and shall otherwise facilitate the examination.

**Finding #6 – Unfair Claims Settlement Practices (Crit #5 – Company Disagreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in one of the 25 sample claims with payment, or 4.0% of the sample, the Company's utilization of multiple desk adjusters delayed the claim investigation and settlement of the claims. A baseline of three or more desk and/or field adjusters during the claim processing period were evaluated. The claim had four desk adjusters. As a result of having multiple adjusters, the Company had notable time delays and mishandling the associated claim. Some of the issues identified as a result of having multiple adjusters included: 1) failure to return calls; 2) claim closed when not applicable; 3) failure to initiate or complete follow-up for an initial field inspection report or reinspection report; 4) delays in seeking or acting upon management authority; 5) no activity in the file for up to a month with no explanation. When a claim is reassigned multiple times, each new adjuster must become familiar with the claim to determine what has been done, what has not been done, what needs to be done, and the need to make contact with the insured, resulting in the issues identified above. The Company's file for the claim sample did not explain why multiple desk adjusters were used during the claim processing period. The Company disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1964**

Methods, acts, and practices which are defined herein as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(14) Unfair claims settlement practices. Committing or performing with such frequency as to indicate a general business practice any of the following:

(b) Failing to acknowledge and act reasonable promptly upon communications with respect to claims arising under insurance policies

(c) Failing to adopt and implement reasonable standards for the prompt investigations of claims arising under insurance policies

**Finding #7 – Failure to Act and to Respond Promptly (Crit #6 – Company Agreed and Disagreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in two of the 25 sample claims with payment, or 8.0% of the sample, the Company did not maintain complete and accurate records and/or did not provide records/documentation. In one claim, the Company completed an inspection but did not make a payment until 42 days later. In the other claim, the Company received an engineering report but did not communicate the results to the insured until 338 days after the report was received by the Company. The Company agreed and disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**RS 22:1896**

Right to transparency and integrity in adjustment of property claims

A. An insurer of a residential or commercial property shall respond to all inquiries or requests from the insured within fourteen days of the inquiry or request, unless such time period to respond has been extended by the commissioner of insurance because of a disaster or emergency declared in accordance with R.S. 29:721 et seq.

**Finding #8 – Failure to Act and to Respond Promptly (Crit #6 – Company Agreed and Disagreed)**

The Examiners selected a random sample of 25 claims with payment for review and found in two of the 25 sample claims with payment, or 8.0% of the sample, the Company did not maintain complete and accurate records and/or did not provide records/documentation. In one claim, the Company completed an inspection but did not make a payment until 42 days later. In the other claim, the Company received an engineering report but did not communicate the results to the insured until 338 days after the report was received by the Company. The Company agreed and disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1892**

Payment and adjustment of claims, policies other than life and health and accident; personal vehicle damage claims; extension of time to respond to claims during emergency or disaster; penalties; arson-related claims suspension

A. (1) All insurers issuing any type of contract, other than those specified in R.S. 22:1811, 1821, and Chapter 10 of Title 23 of the Louisiana Revised Statutes of 1950, shall pay the amount of any claim due any insured within thirty days after receipt of satisfactory proofs of loss from the insured or any party in interest. The insurer shall notify the insurance producer of record of all such payments for property damage claims made in accordance with this Paragraph...

(4) All insurers shall make a written offer to settle any property damage claim, including a third-party claim, within thirty days after receipt of satisfactory proofs of loss of that claim.



B.(1) Failure to make such payment within thirty days after receipt of such satisfactory written proofs and demand therefor or failure to make a written offer to settle any property damage claim, including a third-party claim, within thirty days after receipt of satisfactory proofs of loss of that claim, as provided in Paragraphs (A)(1) and (4) of this Section, respectively, or failure to make such payment within thirty days after written agreement or settlement as provided in Paragraph (A)(2), when such failure is found to be arbitrary, capricious, or without probable cause, shall subject the insurer to a penalty, in addition to the amount of the loss, of fifty percent damages on the amount found to be due from the insurer to the insured, or one thousand dollars, whichever is greater, payable to the insured, or to any of said employees, or in the event a partial payment or tender has been made, fifty percent of the difference between the amount paid or tendered and the amount found to be due as well as reasonable attorney fees and costs. Such penalties, if awarded, shall not be used by the insurer in computing either past or prospective loss experience for the purpose of setting rates or making rate filings.

**Finding #9 – Unfair Claims Settlement Practices (Crit #7 – Company Disagreed)**

The Examiners selected a random sample of 131 claims without payment for review and found in one of the 131 sample claims without payment, or 0.8% of the sample, the Company's utilization of multiple desk adjusters delayed the claim investigation and settlement of the claims. A baseline of three or more desk and/or field adjusters during the claim processing period were evaluated. The claim had four desk adjusters. As a result of having multiple adjusters, the Company had notable time delays and mishandling of the associated claim. Some of the issues identified as a result of having multiple adjusters included: 1) failure to return calls; 2) failure to initiate or complete follow-up for an initial field inspection report or reinspection report; 3) no activity in the file for up to a month with no explanation. When a claim is reassigned multiple times, each new adjuster must become familiar with the claim to determine what has been done, what has not been done, what needs to be done, and the need to make contact with the insured, resulting in the issues identified above. The Company's file for the claim sample did not explain why multiple desk adjusters were used during the claim processing period. The Company agreed/disagreed with the Finding and was deemed to be in violation of the following Louisiana statute:

**R.S. 22:1964**

Methods, acts, and practices which are defined herein as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(14) Unfair claims settlement practices. Committing or performing with such frequency as to indicate a general business practice any of the following:

(b) Failing to acknowledge and act reasonable promptly upon communications with respect to claims arising under insurance policies

(c) Failing to adopt and implement reasonable standards for the prompt investigations of claims arising under insurance policies

## Examination Summary

### Summary of Examination Findings by Scope Area

#### Operations and Management

<b>Finding</b>	<b>Description of Finding</b>	<b>Population</b>	<b>Sample Size</b>	<b>Number of Errors</b>	<b>Error Rate</b>	<b>Applicable Louisiana Statute</b>
Finding #1 Periodic on-site audits <b>(Crit 1)</b>	Failure to perform periodic on-site audits of managing general agent	N/A	N/A	1	N/A	22:1625(C)

#### Claims

<b>Finding</b>	<b>Description of Finding</b>	<b>Population</b>	<b>Sample Size</b>	<b>Number of Errors</b>	<b>Error Rate</b>	<b>Applicable Louisiana Statute</b>
Finding #1 Failure to Pay Claims Timely <b>(Crit 2)</b>	Claims with Payment: Not paying the claim amount due within 60 days after satisfactory proof of loss	3,216	25	2	8.0%	22:1973
Finding #2 Failure to Pay Claims Timely <b>(Crit 2)</b>	Claims with Payment: Not paying a claim within 30 days after satisfactory proof of loss	3,216	25	3	12.0%	22:1892
Finding #3 Compelled insureds to institute litigation <b>(Crit 3)</b>	Claims with Payment: The Company compelled insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered	3,216	25	2	8.0%	22:1964 (14)(g)

<b>Finding</b>	<b>Description of Finding</b>	<b>Population</b>	<b>Sample Size</b>	<b>Number of Errors</b>	<b>Error Rate</b>	<b>Applicable Louisiana Statute</b>
Finding #4 Failure to Maintain and/or Produce Records, Documents and Files <b>(Crit 4)</b>	Claims without Payment: The Company did not maintain complete and accurate records and/or did not provide records/documentation	1,111	131	7	5.3 %	22:1964 (16)
Finding #5 Failure to Maintain and/or Produce Records, Documents and Files <b>(Crit 4)</b>	Claims without Payment: The Company did not maintain complete and accurate records and/or did not provide records/documentation	1,111	131	7	5.3%	22:1990
Finding #6 Unfair claims settlement practices <b>(Crit 5)</b>	Claims with Payment: Utilization of multiple desk adjusters delayed the claim investigation and settlement of the claim	3,216	25	1	4.0%	22:1964 (14) (b), (c) and (f)
Finding #7 Failure to Act and to Respond Promptly <b>(Crit 6)</b>	Claims with Payment: The Company did not maintain complete and accurate records and/or did not provide records/documentation	3,216	25	2	8.0%	22:1896
Finding #8 Failure to Act and to Respond Promptly <b>(Crit 6)</b>	Claims with Payment: The Company did not maintain complete and accurate records and/or did not provide records/documentation	3,216	25	2	8.0%	22:1892

<b>Finding</b>	<b>Description of Finding</b>	<b>Population</b>	<b>Sample Size</b>	<b>Number of Errors</b>	<b>Error Rate</b>	<b>Applicable Louisiana Statute</b>
Finding #9 Unfair claims settlement practices <b>(Crit 7)</b>	Claims without Payment: Utilization of multiple desk adjusters delayed the claim investigation and settlement of the claim	1,111	131	1	0.8%	22:1964 (14) (b), (c) and (f)

## **Examiners' Recommendations**

The Examination Findings identified above relate to Findings with regard to the Company's policies, procedures, and practices related to complaint handling and claim handling, which constitute violations of applicable Louisiana laws. As such, the following are recommendations for the Company to consider, in working with the LDI, to address the violations noted and to mitigate future reoccurrence of the specific matters:

1. The Company should develop a written Corrective Action Plan (Plan), to be submitted to the LDI, within 30 days of receipt of the final report. The Plan should provide detailed steps the Company will take to correct the Findings and enhance future compliance with the referenced Louisiana laws, including a timeline for completion.
2. Upon completion of each remediation step in the agreed upon Plan, the Company shall provide a signed affidavit from an officer of the Company attesting to the completion of each corrective action step.

## ACKNOWLEDGMENT

An examination has been conducted of the market conduct affairs of United Property & Casualty Insurance Company as of June 30, 2021. This Examination was conducted in accordance with the Louisiana Department of Insurance guidelines and relevant Handbook procedures in the areas of complaint handling and claim handling.

The Examiners wish to express appreciation for the courteous cooperation and assistance given by the officers and employees of the Company during the course of this examination

Sincerely,



Robert W McManus, CIE, MCM  
Examiner-In-Charge  
Risk & Regulatory Consulting, LLC



LOUISIANA DEPARTMENT OF INSURANCE  
JAMES J. DONELON  
COMMISSIONER

**ORDER ADOPTING REPORT OF EXAMINATION**

**OF**

**United Property and Casualty Insurance Company**

**AS OF**

**June 30, 2021**

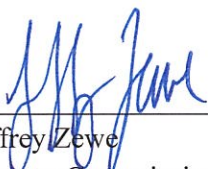
Examiners of the Louisiana Department of Insurance completed the above Report.

The findings and conclusions of the Department regarding the status of the Company result from consideration of the review of the Report, relevant examiner work papers, and any written submissions or rebuttals of the Company.

IT IS HEREBY ORDERED that the examination report be accepted, adopted, and filed as an official record of the Department.

James J. Donelon  
Commissioner of Insurance  
State of Louisiana

BY:

  
\_\_\_\_\_  
Jeffrey Zewe  
Deputy Commissioner  
Office of Consumer Services  
LA Department of Insurance

Dated this 11<sup>th</sup> day of April, 2022