

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE OF
ROBERT E. BURNS, IV
(NPN 6565576)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Robert E. Burns, IV ("Mr. Burns") and the North Carolina Department of Insurance ("Department" and, together with Agent, the "Parties") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance agents.

WHEREAS, Mr. Burns holds a Life & Health Insurance agent's license issued by the Department on February 1, 1988.

WHEREAS, Mr. Burns was employed as an insurance agent for Combined Insurance Company in North Carolina.

WHEREAS, Combined Insurance Company informed the Agent Services Division (hereinafter, "ASD") of the Department by letter Dated February 26, 2007 that it terminated Mr. Burns' employment with Combined Insurance Company for cause.

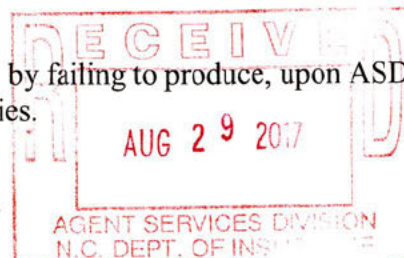
WHEREAS, Combined Insurance Company informed ASD that it terminated Mr. Burns because he wrote bogus policies and provided documentation of 19 such bogus policies.

WHEREAS, Mr. Burns wrote the bogus policies on his family members using incorrect names and let the policies cancel for nonpayment of premium in order to meet Combined Insurance Company's weekly sales quota.

WHEREAS, Mr. Burns used fraudulent or dishonest practices and demonstrated incompetence and untrustworthiness in the conduct of business in this State.

WHEREAS, Mr. Burns' license is subject to revocation pursuant to N.C.G.S. § 58-33-46(a)(8).

WHEREAS, Mr. Burns violated N.C.G.S. § 58-2-195 by failing to produce, upon ASD's request, a copy of documents pertaining to the bogus policies.



WHEREAS, pursuant to N.C.G.S. § 58-2-70(g), the North Carolina Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license issued by the Department, or as to any civil penalty or restitution.

WHEREAS, the Parties to this document have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Mr. Burns hereby agree to the following:

1. Immediately upon signing this Agreement, Mr. Burns shall pay a civil penalty of **Four Hundred Dollars and No Cents (\$400.00)** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Burns shall remit the civil penalty by certified mail, return receipt requested (attention: Robert Cunningham), to the Department along with the original of this Agreement bearing Agent's signature. The civil penalty and the signed Agreement must be received by the Department no later than **August 30, 2017**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. Mr. Burns shall comply with all statutory and regulatory requirements applicable to insurance agents in this State.
3. Mr. Burns has read and understands this Agreement and agrees he shall abide by the terms and conditions stated herein.
4. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Burns understands that N.C.G.S. § 58-33-46(a)(2) provides that his License may be revoked for violating an Order of the Commissioner and that violations of this Order and the insurance laws of this State may also constitute grounds to revoke Mr. Burns' License under other provisions of N.C.G.S. § 58-33-46(a).
5. Mr. Burns enters into this Agreement freely and voluntarily and with knowledge of Agent's rights under the provisions of N.C. Gen. Ch. 58 and Title 11 of the N.C. Admin. Code or any other applicable State law to dispute the examination findings in a manner other than by entering into this Agreement.
6. This Agreement constitutes a complete settlement of all administrative penalties against Mr. Burns for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Agent or in any other complaints involving

Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.

7. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Burns shall reflect that Regulatory Action has been taken against him. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed a licensee.
8. Mr. Burns understands and agrees that, if a state or federal regulator other than the Department has issued or will issue a permit or license to Mr. Burns, that regulator may require Mr. Burns to report this administrative action to it. Mr. Burns understands and agrees that the Department cannot give Mr. Burns legal advice as to the specific reporting requirements of other state or federal regulators.
9. If any provision or part of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired.
10. Failure of the Department at any time to require performance of any term condition or requirement in this Agreement shall not affect the rights of the Department at a later time to enforce the same or any other term, condition or requirement in this Agreement.
11. This Agreement shall become effective when signed by Mr. Burns and the Department.

LICENSEE

Robert E. Burns

Date:

8/28/2017

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:

Hasije P Harris

Senior Deputy Commissioner, PFP Group

Date:

9-7-2017

