



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  
MARY CARNEY GROCE  
(NPN 6575842)

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Mary Carney Groce ("Agent") and the North Carolina Department of Insurance ("Department") 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; and

WHEREAS, Agent holds a resident insurance producer license with lines of authority for Variable Life and Variable Annuity, Life and Accident and Health or Sickness, Casualty and Property ("License") issued by the Department; and

WHEREAS, on or around July 15, 2013, Agent signed an Application for an insurance product in which she made statements that were false;

WHEREAS, due to these statements on the Application, Nationwide canceled Agent's registration with the Financial Industry Regulatory Authority effective October 2, 2015, canceled her appointments by Nationwide to sell Property, Casualty and Fixed Life products effective December 31, 2015 and canceled her later associate appointments by Nationwide to sell Property and Casualty effective March 9, 2016; and

WHEREAS, Agent's statements on the Application violated N.C. Gen. Stat. § 58-33-105; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner to place on probation, suspend, revoke or refuse to renew Agent's License for violating the insurance law of this state; and

WHEREAS, pursuant to N.C. Gen. Stat. § 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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

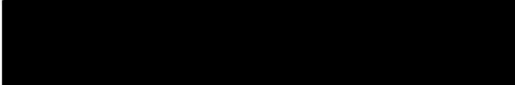
WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon signing this Agreement, Agent shall pay a civil penalty of **Two Hundred Fifty Dollars and No Cents (\$250.00)** 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." Agent shall remit the civil penalty by certified mail, return receipt requested (attention: Tommy Walls, ASD), 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 July 20, 2016. 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. Agent shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the Commissioner.
4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Agent 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.
6. 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 Agent shall reflect that Regulatory Action has been taken against Agent. The Department

routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

7. Agent understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Agent, that regulator may require Agent to report this administrative action to it. Agent understands and agrees that the Department cannot give Agent legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Agent and the Department.


  
Mary Carney Groce

Date:

6/27/2016

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:

  
Angela K. Ford  
Senior Deputy Commissioner

Date:

7-7-16