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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 HANOVER PREMIUM FINANCE, INC.** **PERMIT #: 101348**	**VOLUNTARY SETTLEMENT** **AGREEMENT**

NOW COME, HANOVER PREMIUM FINANCE, INC. (hereinafter ("**HANOVER**") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, **HANOVER** is a corporation organized and existing under the laws of the State of North Carolina, and is doing business and has been issued a permit by the Department to operate as a domestic insurance premium finance company in North Carolina; and

WHEREAS, the Department is authorized to regulate Insurance Premium Finance Companies by Article 35 of Chapter 58 of the General Statutes of North Carolina; and

WHEREAS, North Carolina Gen. Stat. § 58-35-5 (a) provides that no person except an authorized insurer shall engage in the business of insurance premium finance company without obtaining a license from the Commissioner; and

WHEREAS, North Carolina Gen. Stat. § 58-35-20 (a)(1) provides that the Commissioner may forthwith deny, suspend, revoke, or refuse to renew or continue any license hereunder if he shall find that the licensee has failed to pay the annual license fee or any sum of money lawfully demanded under authority of any section of this Article or has violated or failed to comply with any demand, ruling, provision or requirement of the Commissioner lawfully made pursuant to or within the authority of this Article; and

WHEREAS, **HANOVER** failed to renew its permit to do business as a premium finance company in North Carolina by June 30, 2020, and therefore was operating in North Carolina without an active permit thereafter in violation of N.C. Gen. Stat. §§ 58-35-5 (a) and 58-35-20(a)(1); and

WHEREAS, HANOVER has been allowed to reinstate its authority back to July 1, 2020 by the Department, and is currently authorized to act as an insurance premium finance company in North Carolina; and

WHEREAS, HANOVER admits to these violations of North Carolina General Statute § 58-35-5(a) and 58-35-20(a)(1); and

WHEREAS, HANOVER has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against HANOVER; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, **HANOVER** shall pay a civil penalty of **$1,000.00** 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." **HANOVER** shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **September 23, 2020**. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examination of **HANOVER**, or in any other complaints involving **HANOVER**.
3. **HANOVER** enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. **HANOVER** understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. **HANOVER** understands that N.C.G.S. § 58-35-20(a)(1) provides that a business entity's license may be revoked for violating an Order of the Commissioner.

5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to **HANOVER** shall reflect that Regulatory Action has been taken against it. 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.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

HANOVER PREMIUM FINANCE **PERMIT #: 101348**	**North Carolina Dept. of Insurance**
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By: David L. Parker **President**	**By: Angela Hatchell** **Deputy Commissioner**
Date: 8/28/20	**Date:** 9/8/20