

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 SUSANN HARRIS

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Susann Harris (hereinafter "Ms. Harris") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

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

WHEREAS, Ms. Harris currently holds a Life and Health agent's license issued by the Department;

WHEREAS, the Department received information from Aflac that in late 2005 Ms. Harris marked "no" in response to a question about whether the applicant had previously been treated for cancer although she knew that the applicant had been treated for cancer in the past. The question was on an application for a cancer indemnity policy that provides benefits for cancer treatments;

WHEREAS, Ms. Harris appears to have violated N.C.G.S. § 58-33-105 by responding "no" in response to the question about whether the applicant had been previously treated for cancer since she knew that the applicant had been previously treated for cancer;

WHEREAS, Aflac issued the cancer indemnity policy because Ms. Harris marked "no" in response to the question about whether the applicant had been previously been treated for cancer;

WHEREAS, Ms. Harris's apparent violation of N.C.G.S. § 58-33-105 is an adequate basis for the Department to initiate an administrative action against her under N.C.G.S. § 58-33-46(a)(2);

WHEREAS, the Department held an informal conference with Ms. Harris on February 19, 2007 to discuss the allegations;

WHEREAS, Ms. Harris alleges that she mistakenly marked "no" instead of "yes" in response to the question about whether the applicant had been previously treated for cancer;

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations; and


WHEREAS, Ms. Harris has agreed to pay a civil penalty of \$250.00 to the Department.

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Ms. Harris hereby agree to the following and waive any objections to the following:


1. Immediately upon his signing of this document, Ms. Harris shall pay a civil penalty of **\$250.00** to the Department. The form of payment shall be in a certified check, cashiers 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." Ms. Harris shall send the civil penalty by certified mail, return receipt requested, to the Department, and Ms. Harris shall retain the return receipt for her records. The Department must receive both the civil penalty and this signed document from Ms. Harris no later than MAY 11, 2007.
2. Ms. Harris agrees to comply with all statutory and regulatory requirements applicable to insurance agents in this State.
3. This Agreement does not in any way affect the Department's disciplinary power in any future actions, cases or complaints involving Ms. Harris.
4. Ms. Harris enters into this Agreement freely and voluntarily and with knowledge of her rights to have an administrative hearing on this matter. Ms. Harris understands that she may consult with an attorney prior to entering into this Agreement.
5. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Harris understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that her license may be revoked for violating an Order of the Commissioner.

7. Ms. Harris voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violation and disciplinary action referenced in this Settlement Agreement. Ms. Harris also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
8. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
9. This written document contains the entire agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
10. If, for any reason, any part or provision of this Settlement Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
11. The Parties have read and understand this Settlement Agreement and agree to abide by the terms and conditions contained herein.
12. This Settlement Agreement shall become effective when signed by Ms. Harris and the Department.

This the 2ND day of May, 2007.



Susann Harris



North Carolina Department of Insurance
By Angela K. Ford
Senior Deputy Commissioner

5-9-07