

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 MARICOMA STEELE LICENSE NO. 0016644094 VOLUNTARY SETTLEMENT AGREEMENT

**NOW COME,** Maricoma Steele (hereinafter "Ms. Steele") 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, 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, Ms. Steele currently holds a producer's license with authority for Life and Accident & Health or Sickness and Property and Casualty lines of insurance issued by the Department; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina Gen. Stat. § 58-33-105 provides that if any agent shall knowingly or willfully make any false or fraudulent statement or representation in or with reference to any application for insurance, or shall make any such statement for the purpose of obtaining any fee, commission, money or benefit from any company engaged in the business of insurance in this state, he or she shall be guilty of a Class 1 misdemeanor; and

WHEREAS, Ms. Steele took applications for four (4) life insurance policies on four (4) adult children who resided with their parents, while said applicants were not present, with their

mother providing answers to the questions posed on the applications; and certified she had accurately recorded the information given by the applicants, and represented that the applicants authorized her to use their electronic signatures to verify that they had given the answers and that they personally signed the applications; and

WHEREAS, Ms. Steele has admitted to this violation of North Carolina Gen. Stat. § 58-33-46(a)(10); and

WHEREAS, Ms. Steele has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Steele; and

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

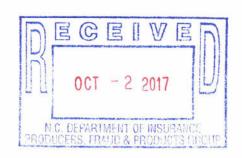
**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Ms. Steele and the Department hereby agree to the following:

- 1. Immediately upon the signing of this Agreement, Ms. Steele shall pay a civil penalty of \$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." Ms. Steele 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 <u>September 11, 2017</u>. 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.
- This Agreement does not in any way affect the Department's disciplinary power in any
  future examinations or investigations of Ms. Steele, or in any other complaints involving
  Ms. Steele.
- Ms. Steele enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Steele understands she 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. Ms. Steele understands that North Carolina Gen.

Stat. § 58-33-46(a)(2) provides that an agent's license may be revoked for violating an Order of the Commissioner.

- 5. This Agreement, when finalized, will be a public record and will <u>not</u> be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Ms. Steele shall reflect that Regulatory Action has been taken against her. 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 agreement to all companies that have appointed the licensee.
- 6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
- 7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

This the Say of Sept., 2017.



North Carolina Department of Insurance

Maricoma Steele License No. 0016644094 Hasije P. Harris
Senior Deputy Commissioner
PFP Group