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 JENNIFER L. TISON LICENSE NO. 0008773607 VOLUNTARY SETTLEMENT AGREEMENT

NOW COME, Jennifer L. Tison (hereinafter "Ms. Tison) 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. Tison currently holds a non-resident producer's license with the Department with authority for Life and Accident & Health or Sickness, and a Medicare Supplement/Long Term Care insurance license; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and

WHEREAS, Ms. Tison entered into a Consent Order with the Office of the Insurance Commissioner for the State of Washington dated February 22, 2012, wherein she admitted to soliciting insurance in the State of Washington without a Washington producer license and without affiliation with a Washington licensee, and thereby violating Washington insurance laws RCW 48.17.060 and RCW 48.17.063; and

WHEREAS, Ms. Tison failed to disclose this action to the Department within 30 days after final disposition of the matter, a violation of North Carolina General Statute § 58-33-32(k); and

WHEREAS, Ms. Tison admits to this violation; and

WHEREAS, North Carolina General Statute § 58-33-46(a) (2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

WHEREAS, Ms. Tison 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. Tison; 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, Ms. Tison and the Department hereby agree to the following:

- 1. Immediately upon the signing of this Agreement, Ms. Tison shall pay a civil penalty of \$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." Ms. Tison 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 15, 2012. 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 Ms. Tison or in any other complaints involving Ms. Tison.
- 3. Ms. Tison enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Tison 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. Tison understands that N.C.G.S. § 58-33-46(a) (2) provides that a producer'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. Tison 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.

This the 12th day of Septembly 2012.

North Carolina Department of Insurance

By: Jennifer L. Tison License No. 0008773607

By: Angela Ford

Senior Deputy Commissioner