

**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 DORSEY L. ADAMS
LICENSE NO. 0007490805**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Dorsey L. Adams (hereinafter "Mr. Adams") 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, Mr. Adams currently holds a producer's license with the Department with authority for Life, Accident Health or Sickness, and Medicare Supplement Long-Term Care lines of insurance; 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. § 58-33-46(a)(5) 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 intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

WHEREAS, Mr. Adams in connection with the sale and issuance of a life insurance policy to William and Teresa Edwards agreed to sign and did sign the application for the selling agent, William (Rick) Burton, who was not appointed for the insurer underwriting the life insurance policy, in violation of North Carolina Gen. Stat. § 58-33-46(a)(5); and

WHEREAS, Mr. Adams instructed an applicant for health insurance, Rachel Cunningham, to insert inaccurate weight information for herself and her daughters in the application, and to omit information regarding a CT scan and MRI that Ms. Cunningham underwent within the preceding twelve (12) months, as well as encouraging Ms. Cunningham thereafter to confirm the information regarding weight when she was contacted by telephone by the issuing insurer, reflecting violations of North Carolina Gen. Stat. § 58-33-46(a)(5) and (8); and

WHEREAS, Mr. Adams has admitted to these violations; and

WHEREAS, Mr. Adams 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 Mr. Adams; 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, Mr. Adams and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Adams shall pay a **civil penalty of \$250.00** to the Department. The form of payment shall be by 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." Mr. Adams 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 **July 11, 2011**. 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 examinations or investigations of Mr. Adams, or in any other complaints involving Mr. Adams.
3. Mr. Adams enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Adams understands he 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. Mr. Adams 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.

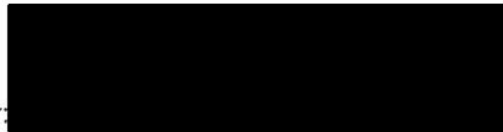
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Adams shall reflect that Regulatory Action has been taken against him. The Department is free 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 19 day of July, 2011.

North Carolina Department of Insurance



Dorsey L. Adams
License No. 0007490805



By: **Angela K. Ford**
Senior Deputy Commissioner

7-27-11