

RECEIVED IN AGENT SERVICES  
A.S. - N.C.D.O.I.  
OCT 16 2013  
[REDACTED]  
HEC [REDACTED]  
HECKAMT. 500.00  
PROCESSOR [REDACTED]  
99628

RECEIVED IN AGENT SERVICES  
A.S. - N.C.D.O.I.  
OCT 16 2013  
NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA  
CHECK NO. [REDACTED]  
CHECKAMT. 300.00  
PROCESSOR [REDACTED]

RECEIVED IN AGENT SERVICES  
A.S. - N.C.D.O.I.  
OCT 16 2013  
[REDACTED]  
CHECK NO. [REDACTED]  
CHECKAMT. [REDACTED]  
PROCESSOR [REDACTED]  
99626

STATE OF NORTH CAROLINA 99627 BEFORE THE COMMISSIONER 99626  
COUNTY OF WAKE OF INSURANCE

IN THE MATTER OF  
THE LICENSURE OF  
AUTO HELP LINE OF AMERICA, INC.  
Permit # 97

RECEIVED IN AGENT SERVICES  
A.S. - N.C.D.O.I.  
OCT 16 2013  
VOLUNTARY SETTLEMENT  
AGREEMENT  
CHECK NO. [REDACTED]  
CHECKAMT. 100.00  
PROCESSOR [REDACTED]  
99625

NOW COME Auto Help Line of America, (hereinafter "Auto Help Line") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, Auto Help Line is a corporation organized and existing under the laws of the State of New York; and

WHEREAS, the Department has the authority and responsibility for the enforcement of the provisions of Article 69 of Chapter 58 of the General Statutes of North Carolina applicable to Motor Clubs; and

WHEREAS, Auto Help Line's home office in Oklahoma City, Oklahoma, was initially issued a permit to operate as a Motor Club in North Carolina pursuant to N.C.G.S. § 58-69-15 on January 27, 2003. Auto Help Line has 10 branch offices; and

WHEREAS, N.C.G.S. §58-69-15 provides that: "All licenses issued hereunder, and all renewals thereof, shall expire on June 30 following such issuance or renewal. Renewal of all licenses not previously revoked or suspended shall be automatic upon timely payment by the licensee of the annual fee."; and

WHEREAS, Auto Help Line failed to submit the Motor Club renewal application and fee required by the June 30, 2013 license renewal deadline in violation of N.C.G.S. §58-69-15; and

WHEREAS, as a condition to reinstating its permit, Auto Help Line has agreed to pay a \$1,000.00 penalty and to pay the required renewal fee; and

WHEREAS, pursuant to N.C.G.S. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate "a mutually acceptable

agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution"; and

**WHEREAS**, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement.

**NOW THEREFORE**, in consideration of the promises and agreements set out herein, Auto Help Line and the Department hereby agree to the following:

1. Immediately upon signing this agreement, Auto Help Line shall pay a civil penalty of one thousand dollars (\$1,000.00) to the Department. The form of payment shall be 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." Auto Help Line 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 **October 14, 2013**. 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. Auto Help Line shall comply with all provisions of Article 69 of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to Auto Help Line.
3. This Agreement does not in any way affect the Department's disciplinary power in any future or follow-up examination of Auto Help Line, or in any cases or complaints involving Auto Help Line. In the event that Auto Help Line fails to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to Auto Help Line, the Department may take any administrative or legal action it is authorized to take.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance. Auto Help Line understands that N.C.G.S. § 58-69-20 (2) provides that a Motor Club's license may be suspended or revoked if, after notice and opportunity for hearing, the Commissioner finds that the holder of said license has violated any of the provisions of Article 69, or has failed to maintain the standards requisite to original licensing as indicated in N.C.G.S. § 58-69-15.
5. Auto Help Line enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Auto Help Line understands that it may consult with an attorney prior to entering into this Agreement.

6. This Voluntary Settlement Agreement, when finalized will be a public record and will not be treated as confidential. Any and all licenses issued by the Department to Auto Help Line 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 to 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.
  
7. This Agreement shall become effective when signed by Auto Help Line and the Department.

**Auto Help Line of America, Inc.**

By: \_\_\_\_\_

[Redacted Signature]

Date: 10-10-13

**N.C. Department of Insurance**

By: \_\_\_\_\_

[Redacted Signature]

Angela K. Ford  
Senior Deputy Commissioner

Date: 10-18-13

