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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 JERRY D. BELL  
LICENSE NO. 0002482234

VOLUNTARY SETTLEMENT  
AGREEMENT



NOW COME Jerry D. Bell (hereinafter "Mr. Bell") 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. Bell currently holds a producer's license with the Department with authority for Life insurance, Accident & Health or Sickness insurance, and Medicare Supplement Long-Term Care insurance; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner of Insurance may place on probation, suspend, revoke or refuse to renew any license issued under Chapter 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 insurance regulator, or violating any rule of the FINRA; and

WHEREAS, 11 NCAC 12.0429 provides that an advertisement shall not create the impression that the insurer, its financial condition or status, the payment of its claims, or the merits, desirability, or advisability of its policy forms or kinds of plans or insurance are recommended or endorsed by any governmental entity. However, where a governmental entity has recommended or endorsed a policy form or plan, such recommendation or endorsement may be stated if the entity authorizes such use; and

WHEREAS, Mr. Bell is the president of "State Employees' Benefits, Inc.", an insurance agency whose name was approved for use as an insurance agency by the North Carolina Secretary of State's Office; and

WHEREAS, the name "State Employees' Benefits, Inc." may have the tendency to create the impression that such entity was associated with or endorsed by the State or other entities associated with the State, Mr. Bell in 2006 agreed to add a disclaimer to all correspondence and materials used by his agency in pursuing his insurance business in North Carolina; and

**WHEREAS**, in the fall of 2010 the Department received a complaint from a competing agent accompanied by a brochure that did not contain the disclaimer, and another complaint from a teacher who indicated that brochures were placed in every teacher's box at her place of employment and was of the opinion that such brochures were misleading as to the association of the agency with an entity of State government; and

**WHEREAS**, the use of such brochures without the disclaimer constituted a violation of Mr. Bell's agreement with the Department and a violation of 11 NCAC 12.0429; and

**WHEREAS**, Mr. Bell explained that the brochures were used in error, but admitted that such brochures should have been discarded; and

**WHEREAS**, Mr. Bell admits to the violation of 11 NCAC 12.0429 and his agreement with the Department as set out herein; and

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


1. Immediately upon the signing of this Agreement, Mr. Bell shall pay a civil penalty of **\$250.00** to the Department. The form of payment shall be by certified 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. Bell 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 **April 29, 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 examination of Mr. Bell, or in any other complaints involving Mr. Bell.
3. Mr. Bell enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Bell 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. Bell understands that N.C.G.S. § 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. Bell 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 26 day of April, 2011.

North Carolina Department of Insurance

  
Jerry D. Bell  
License No. 0002482234

 5-2-11  
By: Angela Ford  
Senior Deputy Commissioner