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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 ANDREW CLYNE  
LICENSE NO. 0016841121

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Andrew Clyne (hereinafter "Mr. Clyne") 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. Clyne currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance issued by the Department; and

**WHEREAS**, North Carolina General Statute § 58-33-46a)(1) 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 providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

**WHEREAS**, Mr. Clyne answered "No" to the background question on his application for license as a non-resident Producer dated February 25, 2013, "Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime?"; and

**WHEREAS**, Mr. Clyne answered "No" to the background question on his application for a non-resident Medicare Supplement-Long-Term Care Insurance license as dated February 25, 2013, "Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime?"; and

**WHEREAS**, Mr. Clyne was convicted of the crime of misdemeanor consumption of alcohol in Guilford County, North Carolina on December 11, 2008 prior to his submission of both applications for non-resident Producer and Medicare-Long-Term Care licenses with the Department; and

**WHEREAS**, Mr. Clyne admits to these violations of North Carolina General Statute 58-33-46(a)(1) as set out herein; and

**WHEREAS**, Mr. Clyne has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against Mr. Clyne; 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.

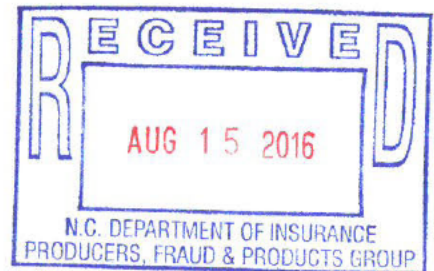
**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Clyne and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Clyne 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." Mr. Clyne 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 **August 29, 2016**. 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. Clyne, or in any other complaints involving Mr. Clyne.
3. Mr. Clyne enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Clyne 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. Clyne 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. Clyne 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.
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 15<sup>th</sup> day of August, 2016.



**North Carolina Department of Insurance**

  
Andrew Clyne  
License No. 0016841121

 8-15-16  
By: Angela Ford  
Senior Deputy Commissioner