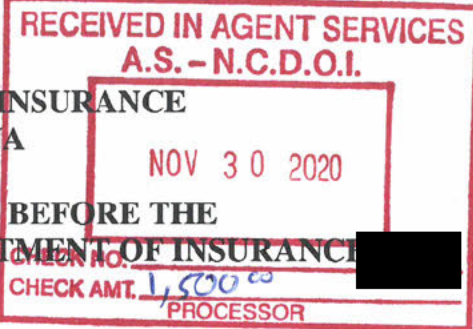


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA)
COMMISSIONER)
COUNTY OF WAKE)
)
IN THE MATTER OF THE LICENSURE)
OF YANIRA CONDE)
NPN 5732866)
)
)
)

BEFORE THE)
DEPARTMENT OF INSURANCE)
)
)
VOLUNTARY SETTLEMENT)
AGREEMENT)

NOW COME Yanira Conde (hereinafter, "Ms. Conde") and the North Carolina Department of Insurance (hereinafter "the Department"), by and through Deputy Commissioner Angela Hatchell, 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, for regulating and licensing insurance agents; and

WHEREAS, Ms. Conde holds a resident Producer license issued by this Department with lines of authority in Property, Casualty, and Life insurance; and

WHEREAS, from 2014 to 2019, Ms. Conde was a Licensed Insurance Agent/Customer Service Representative at Cantley Insurance & Financial Services, LLC ["Cantley Insurance"] in Charlotte. Cantley Insurance is an independent insurance agency representing Erie Insurance Group ["Erie"]. In her position as an agent at Cantley Insurance, Ms. Conde's duties included quoting and writing new insurance policies as well as servicing and making changes to the existing policies in the agency; and

WHEREAS, one of Ms. Conde's duties as an agent included issuing DL-123 Forms to clients whose children were going to the Division of Motor Vehicles to take their driver's license test for the first time. When the agent issued the DL-123 to the client, the agent instructed the client to call back the agency to let the agency know if the child had passed the driver's test. If the child passed the test, the agent then added the child onto the client's policy as an inexperienced driver and backdated the coverage to the exact date on which the driver's license was issued. Agents were responsible for calling back customers who forgot to contact the agency as soon as possible after taking the driving test so that the agency could add the inexperienced driver to the policy; and

WHEREAS, Ms. Conde was issued an Erie auto policy which listed Ms. Conde and her husband as the named insured. In November 2019, Erie learned that the Conde's son, David Lee Conde, received his L-2 license in March 2018 but had never been added to the Conde's policy. Upon learning this, Erie added the son to the policy retroactive to the policy's renewal effective

December 19, 2018 and charged Ms. Conde for the added insured. After Ms. Conde disputed Erie's additional charge, Erie investigated the matter further and learned that Ms. Conde had asked Mirna Solano, another agent working at Cantley Insurance, to issue a DL-123 Form for Ms. Conde's son who planned to take the NC driver's license test. When Ms. Solano later asked Ms. Conde if her son had passed the driver's test, Ms. Conde told Ms. Solano that her son did not pass the test.

WHEREAS, by letter to the Department dated February 25, 2020, Erie reported Ms. Conde's failure to have her son added to her Erie auto policy in March 2018 when he passed his drivers' test and was issued his L-2 license. Erie submitted the notarized statements of Ms. Solano and three other agents working at the Cantley Agency along with its report. Three of the agents stated that during an office gathering in May 2019, Ms. Conde told them that her son had not passed his driving test; and

WHEREAS, Agent Services conducted a target agency examination of Cantley Insurance in June 2020. The examination revealed, in part, that Ms. Conde had serviced her own policies in the past, including her Erie auto policy, and that Ms. Conde processed a vehicle change to one of her other auto policies just 5 days after her son was licensed in March 2018 but failed to add her son to the auto policy on which she and her husband were named as insureds. Ms. Conde states that she believed Ms. Solano was going to add her son to the policy and any failure to add her son was not intentional; and

WHEREAS, N.C.G.S. § 58-33-46(a)(4) provides that "[t]he Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under this Article for . . . (4) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance"; and

WHEREAS, N.C.G.S. § 58-33-46(a)(8) provides that "[t]he Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under this Article for . . . (8) 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, whether or not the failure to add her son to the policy was intentional, grounds exist under N.C.G.S. § 58-33-46(a)(4) & (8) to take disciplinary action against Ms. Conde's license due to her failure to add her son as a named insured on her policy in March 2018 after he passed his L-2 driver's license test; 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, Ms. Conde 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 this matter against Ms. Conde; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, Ms. Conde has agreed to pay an administrative fine of fifteen hundred dollars (\$1500.00) on or before December 8, 2020 in lieu of other administrative action against her license for these violations of Chapter 58; and

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

NOW, THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Ms. Conde hereby agree to the following:

1. Contemporaneously with the execution of this document, Ms. Conde shall pay a civil penalty of fifteen hundred dollars (\$1500.00) to the Department. The certified check, cashier's check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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 the public schools. The Department must receive both the civil penalty and this signed document from Ms. Conde no later than **December 8, 2020**.
2. Ms. Conde agrees to comply with all statutory and regulatory requirements applicable to insurance agents in this State.
3. This Agreement does not in any way affect the Department's disciplinary power in any future actions, cases or complaints involving Ms. Conde.
4. The parties to this document have read and understand this document and agree to abide by the terms and conditions contained herein.
5. This Agreement, when finalized, will be a public record and is not confidential.
6. This Voluntary Settlement Agreement, when finalized, will be a public record and will **not** be treated as confidential by the Department. Any and all licenses issued by the Department to the licensee 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.
7. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Conde understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Ms. Conde's licenses may be revoked

for violating an Order of the Commissioner.

8. Ms. Conde voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violation and disciplinary action referenced in this Settlement Agreement. Ms. Conde also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
9. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
10. This written document contains the entire agreement between the parties. There are no other oral or written agreements of any kind that alter or add to this agreement.



Yanira Conde



North Carolina Department of Insurance
By Angela Hatchell
Deputy Commissioner

Date: 11-11-2020

Date: 11/30/2020