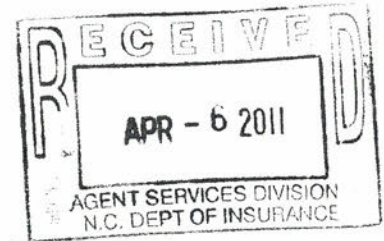


NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF KEVIN EBBINK  
NPN #6616970

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Kevin Ebbink (hereinafter "Mr. Ebbink") 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. Ebbink holds licenses issued by the Department in the areas of Accident, Health & Sickness, Life and Medicare Supplement/Long Term Care; and

WHEREAS, Mr. Ebbink met with representatives of the Department on February 9, 2011, in an informal conference to discuss a complaint submitted to the Department's Consumer Division by a consumer involving the transfer of a portion of that consumer's money from an EquiTrust annuity to an Aviva annuity; and

WHEREAS, Mr. Ebbink violated N.C. Gen. Stat. § 58-62-86(c)(3) and 11 NCAC 12.0612 by improperly using mention of the North Carolina Life & Health Guaranty Association Act to a consumer in connection with the recommendation that she transfer funds from her EquiTrust annuity to an Aviva annuity; and

WHEREAS, Mr. Ebbink's violation of N.C.G.S. § 58-62-86(c)(3) and 11 NCAC 12.0612 are violations of the insurance laws for which his license may be placed on probation, suspended, or revoked pursuant to N.C.G.S. § 58-33-46(a)(2); and

WHEREAS, Mr. Ebbink 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. Ebbink; 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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; 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 exchange for, and in consideration of the promises and agreements set out herein, the Department and Mr. Ebbink hereby agree to the following:

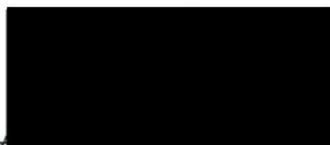
1. Mr. Ebbink agrees to pay a civil penalty of five hundred dollars (\$500.00) to the Department. The civil penalty must be in the form of a check, cashier's check or money order, and must be received by the Department contemporaneously with the executed Voluntary Settlement Agreement, signed by Mr. Ebbink, no later than April 9, 2011. If the civil penalty and executed Voluntary Settlement Agreement are not received by the Department on or before April 9, 2011, Mr. Ebbink understands that the Department will initiate an administrative hearing concerning this matter.
2. Mr. Ebbink enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Ebbink understands that he may consult with an attorney prior to entering into this Agreement.
3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mr. Ebbink or in any other complaints involving Mr. Ebbink.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Ebbink understands that N.C.G.S. 58-33-46(a)(2) provides that his licenses may be placed on probation, suspended, or revoked for violating an Order of the Commissioner.
5. Mr. Ebbink has read and understands this Agreement and agrees to abide by the terms and conditions stated herein.
6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that

Regulatory Action has been taken against the licensees following the execution of this Agreement. 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 agreements to the NAIC and all companies that have appointed the licensee.

7. This Voluntary Settlement Agreement shall become effective when signed and attested to by Mr. Ebbink and the Department.

This the 25<sup>th</sup> day of March, 2011.

NORTH CAROLINA DEPARTMENT OF  
INSURANCE



Kevin Ebbink



Angela Ford  
Senior Deputy Commissioner

4-11-11