

**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)
WILLIAM A. KELLY)
NATIONAL PRODUCER # 551547)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COMES William A. Kelly (hereinafter, "Kelly") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance producers; and

WHEREAS, Kelly holds active licenses as a non-resident Life and Accident & Health or Sickness producer issued by the Department in 1990; and

WHEREAS, Kelly is a resident of Tennessee and currently holds an active resident producer license in that State. Kelly currently holds producer licenses in several states including Pennsylvania; and

WHEREAS, on or about February 11, 2014, the State of Pennsylvania's insurance regulatory agency, the Insurance Department of the Commonwealth of Pennsylvania (hereinafter, "PADOI"), took administrative action against Kelly's license for his actions in misrepresenting and selling an insurance product that was not approved by PADOI. The matter was resolved by Consent Order by the parties, wherein Kelly admitted to violations of Pennsylvania's insurance laws. Kelly was fined \$30,000 by PADOI and allowed to maintain licensure; and

WHEREAS, Kelly failed to timely advise the Department of the administrative action, taken by PADOI. Kelly did not report the administrative action by PADOI until contacted by the Department, more than 30 days after the final disposition of the matter; and

WHEREAS, N.C. Gen. Stat. §58-33-32(k) provides that "[a] producer shall report to the Commissioner any administrative action taken against the producer in another state . . . within 30 days after the final disposition of the matter. . . this report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action;" and

WHEREAS, Kelly subsequently reported administrative action by PADOI on or about May 20, 2014; and

WHEREAS, Kelly admits to the violations herein; and

WHEREAS, Kelly's violation of N.C. Gen. Stat. § 58-33-32(k) provides sufficient grounds for the probation, suspension, revocation or the refusal to renew his insurance licenses pursuant to N.C. Gen. Stat. §58-33-46(a) (2); and

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

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Kelly hereby agree to and waive any objections to the following:

1. **Kelly shall pay a civil penalty in the amount of two hundred and fifty dollars (\$250.00), due immediately upon execution of this agreement by certified bank check.** The certified check 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 certified check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before September 17, 2014.**
2. Kelly shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Kelly enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Kelly voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Kelly also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power regarding any other cases or complaints involving Kelly.
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 licensee 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.

7. 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.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the ^{17th}~~10th~~ day of ~~September~~, 2014.

[Redacted Signature]

William A. Kelly (NPX 551547)

[Redacted Signature]

Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

9-17-14

