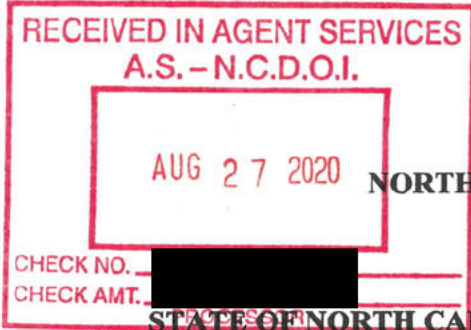


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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF ROHAN C. McFARLANE
LICENSE NO. 0008530754

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Rohan C. McFarlane (hereinafter "Mr. McFarlane") 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 agencies and agents; and

WHEREAS, Mr. McFarlane currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance and a Medicare Supplement Long-Term Care Insurance license issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, Mr. McFarlane was involved in two (2) administrative proceedings with The Georgia Department of Insurance wherein he was fined \$150.00 effective February 28, 2011 and fined \$300.00 effective February 13, 2012, both times for failure to timely renew his producer's license; and

WHEREAS, the South Dakota Department of Insurance denied Mr. McFarlane's license application effective March 23, 2020 for exhibiting a lack of fitness or trustworthiness by providing incorrect, misleading, incomplete or materially untrue information on his application by answering "No" to the question thereon inquiring as to whether he had ever been named in an administrative action; and

WHEREAS, Mr. McFarlane did not report the South Dakota administrative action to the Department within 30 days after the final disposition of those matters as required by North Carolina General Statute § 58-33-32(k); and

WHEREAS, Mr. McFarlane admits to this violation of North Carolina General Statute § 58-33-32(k); and

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

WHEREAS, Mr. McFarlane has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. McFarlane; 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. McFarlane and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. McFarlane 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. McFarlane 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 **September 03, 2020**. 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. McFarlane or in any other complaints involving Mr. McFarlane.
3. Mr. McFarlane enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. McFarlane 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. McFarlane understands that N.C.G.S. § 58-

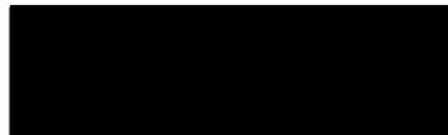
33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.

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, all licenses issued by the Department to Mr. McFarlane 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, upon request, routinely provides a copy of the 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.

N. C. Department of Insurance



By: Rohan C. McFarlane
License No. 0008530754



By: Angela Hatchell
Deputy Commissioner

Date: 8/21/2020

Date: 8/27/20