

**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 ALFRED MOSES  
LICENSE NO. 0005627366**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME** Alfred Moses (hereinafter "Mr. Moses") 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. Moses currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance; 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. Moses was involved in an administrative action before the South Carolina Department of Insurance that resulted in the issuance of a Consent Order effective August 24, 2015 and entered on September 8, 2015 and the imposition of a monetary penalty in the amount of \$500.00; and

**WHEREAS**, Mr. Moses did not report this action in a timely manner as required by North Carolina General Statute § 58-33-32(k)

**WHEREAS**, North Carolina General Statute § 58-2-69(c) provides that if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of conviction; and

**WHEREAS**, Mr. Moses pled guilty in a South Carolina court in 2001 to a misdemeanor involving false statements and misrepresentation regarding mileage on a vehicle with respect to an insurance claim; and

**WHEREAS**, Mr. Moses did not disclose this information within 10 days of the convictions as required by North Carolina General Statute § 58-2-69(c); and

**WHEREAS**, Mr. Moses admits to these violations of North Carolina General Statutes 58-33-32(k) and 58-2-69(2) as set out herein; and

**WHEREAS**, Mr. Moses 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. Moses; and

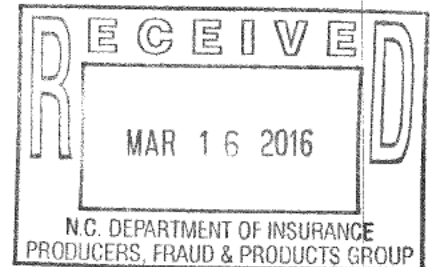
**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, Mr. Moses shall pay a civil penalty of **\$500.00** 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. Moses 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 **March 7, 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. Moses, or in any other complaints involving Mr. Moses.
3. Mr. Moses enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Moses 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. Moses 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. Moses 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 16<sup>th</sup> day of March, 2016.



North Carolina Department of Insurance

[Redacted signature]

Alfred Moses  
License No. 0005627366

[Redacted signature]

By: Angela Ford  
Senior Deputy Commissioner

3-16-16