

**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 TERESA L. RAYNOR  
LICENSE NO. 0014418913**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Teresa L. Raynor (hereinafter "Ms. Raynor") 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**, Ms. Raynor currently holds a producer's license with the Department with authority for Life, Accident Health & Sickness and Medicare Supplement Long-Term Care lines of insurance; and

**WHEREAS**, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

**WHEREAS**, North Carolina Gen. Stat. § 58-33-46(a)(7) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for a licensee having admitted or been found to have committed any insurance unfair trade practice or fraud; and

**WHEREAS**, from information received from United Health Care Insurance Company which was verified by its insureds, indicated that you submitted applications for prescription drug plans for Milton and Nina Harrell on December 31, 2010 without their permission or authorization, a violation of North Carolina Gen. Stat. § 58-33-46(a)(7); and

**WHEREAS**, North Carolina Gen. Stat. § 58-33-46(a)(8) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

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**WHEREAS**, from information received from United Health Care Insurance Company which was verified by its insureds, you knowingly and intentionally submitted electronic applications for Milton and Nina Harrell for prescription drug plans after being informed by them that they did not want such plans, a violation of North Carolina Gen. Stat. § 58-33-46(a)(8) North Carolina Gen. Stat. § 58-33-46(a)(8); and

**WHEREAS**, Ms. Raynor has admitted to these violations; and

**WHEREAS**, Ms. Raynor 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 Ms. Raynor; and

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

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

1. Immediately upon the signing of this Agreement, Ms. Raynor 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." Ms. Raynor 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 30, 2012**. 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 examinations or investigations of Ms. Raynor, or in any other complaints involving Ms. Raynor.
3. Ms. Raynor enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Raynor understands she 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. Ms. Raynor understands that North Carolina Gen. Stat. § 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 Ms. Raynor shall reflect that Regulatory Action has been

taken against her. 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.

This the 23<sup>rd</sup> day of March, 2012.

**North Carolina Department of Insurance**

[Redacted Signature]

**Teresa L. Raynor**  
**License No. 0014418913**

By: [Redacted Signature]

**Angela K. Ford**  
**Senior Deputy Commissioner**

*3-29-12*