

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

Dis # 114097

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF
THE LICENSURE OF
ROADSIDE PROTECT, INC.
A MOTOR CLUB

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, **ROADSIDE PROTECT, INC.**, (hereinafter "**ROADSIDE PROTECT**") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for the enforcement of the provisions of Chapter 58 of the General Statutes of North Carolina applicable to Motor Clubs and the business of motor clubs in this State; and

WHEREAS, **ROADSIDE PROTECT** is a corporation organized and existing under the laws of the State of Illinois, and is doing business and has been issued a permit by the Department to operate as a foreign motor club in North Carolina; and

WHEREAS, N.C. Gen. Stat. Sec. 58-69-5 provides that no motor club, district or branch office, or franchise motor club shall engage in business in this State unless it holds a valid license issued to it by the Commissioner; and

WHEREAS, N.C. Gen. Stat. Sec. 58-69-15 provides that all licenses and all renewals thereof shall expire on June 30 following issuance or renewal; and

WHEREAS, **ROADSIDE PROTECT** failed to timely follow the process of renewal of its license to do business as a motor in North Carolina by June 30, 2018, and therefore was operating in North Carolina without an active license thereafter in violation of N.C. Gen. Stat. §§ 58-69-5 and 58-69-15; and

WHEREAS, **ROADSIDE PROTECT** will be allowed to reinstate its authority back to July 1, 2018 by the Department, and be authorized to act as a motor club in North Carolina upon execution of this Agreement and payment of the imposed penalty; and

WHEREAS, ROADSIDE PROTECT has acknowledged and admitted to these violations; and

WHEREAS, pursuant to N.C. Gen. Stat. Sec. 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 have reached a mutually agreeable resolution of this matter as set out in this Agreement; and


NOW THEREFORE, in consideration of the promises and agreements set out herein, the Department and **ROADSIDE PROTECT** hereby agree to the following;

1. Immediately upon signing this agreement, **ROADSIDE PROTECT** shall pay a civil penalty of **\$1000.00** to the Department. The form of payment shall be 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.” **ROADSIDE PROTECT** 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 19, 2018**. 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. **ROADSIDE PROTECT** shall comply with all provisions of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to **ROADSIDE PROTECT**.
3. This Agreement does not in any way affect the Department’s disciplinary power in any future or follow-up examination of **ROADSIDE PROTECT**, or in any cases or complaints involving **ROADSIDE PROTECT**. In the event **ROADSIDE PROTECT** or any of its present or future locations fail to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to **ROADSIDE PROTECT**, the Department may take any administrative or legal action it is authorized to take.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance.

5. **ROADSIDE PROTECT** enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. **ROADSIDE PROTECT** understands that it may consult with an attorney prior to entering into this Agreement.
6. This Voluntary Settlement Agreement, when finalized will be a public record and will not be treated as confidential. All permits issued by the Department to **ROADSIDE PROTECT** 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 to 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 all companies that have appointed the licensee.
7. This Agreement shall become effective when signed by **ROADSIDE PROTECT** and the Department.

ROADSIDE PROTECT LLC
Permit # 111810

N.C. Department of Insurance

By: 
James Wohlever
President

By: 
Angela Hatchell
Deputy Commissioner

Date: 8/22/2018

Date: 8/31/18