

#109269

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
JUL 15 2016
STATE OF NORTH CAROLINA
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
JUL 15 2016
CHECK NO. [REDACTED]
CHECK AMT. \$250.00
COMMISSIONER

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE OF
WILLIAM E. SPEAR,
(NPN 7014104)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME William E. Spear ("Agent") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("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, Agent holds a resident insurance producer license with lines of authority for Property, Casualty, Life and Accident and Health or Sickness ("License") issued by the Department; and

WHEREAS, on or about December 11, 2015, Agent made false statements to a potential client regarding an insurance company's financial condition and its business of insurance; and

WHEREAS, such statements by Agent violated N.C. Gen. Stat. §§ 58-63-15(1) and 15(2); and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(7) authorizes the Commissioner to place on probation, suspend, revoke or refuse to renew Agent's License for violating N.C. Gen. Stat. §§ 58-63-15(1) and (2);

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the North Carolina 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 issued by the Department, or as to any civil penalty or restitution;

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

WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon signing this Agreement, Agent shall pay a civil penalty of **Two Hundred and Fifty Dollars and No Cents (\$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." Agent shall remit the civil penalty by certified mail, return receipt requested (attention: Megan Daniels, ASD), to the Department along with the original of this Agreement bearing Agent's signature. The civil penalty and the signed Agreement must be received by the Department no later than **July 24, 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. Agent shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the Commissioner.
4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Agent for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Agent or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Agent understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Agent, that regulator may require Agent to report this administrative action to it. Agent understands and agrees that the Department cannot give Agent legal advice as to the specific reporting requirements of

other state or federal regulators.


8. This Agreement shall become effective when signed by Agent and the Department.



William E. Spear

Date: 7/11/16

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Angela K. Ford
Senior Deputy Commissioner

Date: 7-19-16

