

**N. C. DEPARTMENT OF INSURANCE AGENT SERVICES DIVISION
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF JERRY TEMPLE
LICENSE NO. 0012165646**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Jerry Temple (hereinafter “Mr. Temple”) and the N. C. Department of Insurance Agent Services Division (hereinafter “Agent Services Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

WHEREAS, the Agent Services Division 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. Temple currently holds a resident producer’s license with authority for Life and Accident & Health or Sickness lines of insurance, a resident Variable Life and Variable Annuity license, a resident Medicare Supplement & Long-Term Care insurance license, and a Resident Limited Representative license with authority for Motor Clubs issued by the Agent Services Division; and

WHEREAS, North Carolina General Statute § 58-33-46(a) (8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC, 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

WHEREAS, North Carolina General Statute § 58-33-46(a) (10) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC, for forging another's name to an application for insurance or to any document related to an insurance transaction; and

WHEREAS, N. C. Gen. Stat. § 58-33-40 provides that no individual who holds a valid agent’s license issued by the Commissioner shall either directly or for an insurance agency, solicit, negotiate, or otherwise act as an agent for an insurer by which the individual has not been appointed; and

WHEREAS, information made available to the Agents Services Division revealed that Mr. Temple participated in an annuity transaction with a North Carolina resident involving an insurer for which he was not appointed and authorized to represent, and allegedly signed the client's name on a policy delivery receipt without the client's knowledge or authorization ; and

WHEREAS, such actions on the part of Mr. Temple were in violation of the provisions of N. C. Gen. Stats. §§ 58-33-46(a)(10) and 58-33-40(a) and demonstrated incompetence and untrustworthiness on the part of Mr. Temple as set forth in § 58-33-46(a)(8) so as to constitute bases for suspension or revocation of licenses issued to him by the Agents Services Division, ; 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, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

WHEREAS, Mr. Temple has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Temple; and

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Mr. Temple and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Temple shall pay a civil penalty of **\$750.00** to the Agent Services Division. 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. Temple shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Agent Services Division no later than **October 04, 2021**. 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 Agent Services Division's disciplinary power in any future examination of Mr. Temple or in any other complaints involving Mr. Temple.
3. Mr. Temple 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. Temple 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. Temple 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Mr. Temple shall reflect that Regulatory Action has been taken against him. The Agent Services Division 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 Agent Services Division, upon request, routinely provides a copy of the voluntary settlement agreement to 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 Agent Services Division has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The Agent Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

**N.C. Department of Insurance
Agent Services Division**


By: **Jerry Temple**
License No. 0012165646


By: **Angela Hatchell**
Deputy Commissioner

Date: 9-9-21

Date: 9/15/2021