

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE MATTER OF  
THE LICENSURE OF  
TRANSPORTATION INSURANCE  
SERVICES, LLC.  
NATIONAL PRODUCER # 13705659

RECEIVED IN AGENT SERVICES A.S. - N.C.D.O.I.	
JAN 14 2014	
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BEFORE THE COMMISSIONER  
OF INSURANCE

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COMES Transportation Insurance Services, LLC (hereinafter, "Transportation Services") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance business entities; and

WHEREAS, Transportation Services currently holds active licenses as a foreign corporation and as a non-resident Surplus Lines Business Entity license issued by the Department on November 11, 2011; and

WHEREAS, on or about May 6, 2013, the Florida Department of Financial Services administered regulatory action against Transportation Services for engaging in the insurance business in the state of Florida while unlicensed. In the Consent Order signed by both parties, it states that Transportation Services transacted insurance business after the date of expiration of its license. Transportation Services was assessed a monetary penalty in the amount of \$2500.00; and

WHEREAS, the regulatory action taken by the Florida agency was not reported to the National Association of Insurance Commissioners (NAIC) until July 2, 2013. The Department became aware of the regulatory action after being alerted by the NAIC in September 2013; and

WHEREAS, Transportation Services did not report the administrative action taken by the Florida agency to the Department until after being contacted by the Department in September 2013. At that time, Transportation Services submitted a disclosure statement and other relevant information to the Department; and

**WHEREAS**, N.C. Gen. Stat. §58-33-32(k) provides that “[a] producer shall report to the Commissioner any administrative action taken against the producer in another state . . . within 30 days after the final disposition of the matter. . . this report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action;” and

**WHEREAS**, Transportation Services’ failure file its report regarding administrative action against its licenses with the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

**WHEREAS**, Transportation Services admits to the violations herein; and

**WHEREAS**, Transportation Services violation of N.C. Gen. Stat. § 58-33-32(k) provides sufficient grounds for the probation, suspension, revocation or the refusal to renew her insurance licenses pursuant to N.C. Gen. Stat. §58-33-46(a) (2); and

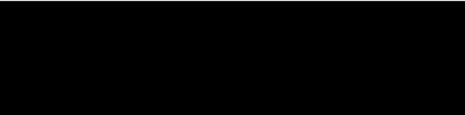
**WHEREAS**, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations; and

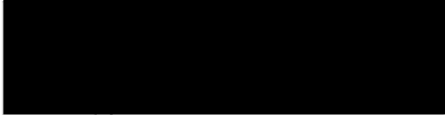
**NOW THEREFORE**, in exchange for the consideration of the promises and agreements set out herein, the Department and Transportation Services hereby agree to and waive any objections to the following:

1. **Transportation Services shall pay a civil penalty in the amount of two hundred fifty dollars (\$250.00), due immediately upon execution of this agreement by certified check.** The certified check for the payment of this civil penalty shall be payable to the “North Carolina Department of Insurance.” This 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 the public schools. **The certified check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before January 13, 2014.**
2. Transportation Services shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Transportation Services enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter.
4. Transportation Services voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Transportation Services also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.

5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Transportation Services.
6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee 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 with third parties upon request or pursuant to any law or policy providing for such disclosure.
7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 10<sup>th</sup> day of January, 2014.

  
Transportation Services (NPN 13705659)

 1-16-14  
Angela Ford  
Senior Deputy Commissioner  
North Carolina Department of Insurance

