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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
TRAVELERS MOTOR CLUB, INC.
Permit # 29

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Travelers Motor Club, Inc. and the North Carolina Department of Insurance (hereinafter "Department"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, Travelers Motor Club, Inc. is a corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, the Department has the authority and responsibility for the enforcement of the provisions of Article 69 of Chapter 58 of the General Statutes of North Carolina applicable to Motor Clubs; and

WHEREAS, Travelers Motor Club, Inc.'s home office in Oklahoma City, Oklahoma, was initially issued a permit to operate as a Motor Club in North Carolina pursuant to N.C.G.S. § 58-69-15 on April 24, 2006; and

WHEREAS, N.C.G.S. §58-69-15 provides that: "All licenses issued hereunder, and all renewals thereof, shall expire on June 30 following such issuance or renewal. Renewal of all licenses not previously revoked or suspended shall be automatic upon timely payment by the licensee of the annual fee."; and

WHEREAS, Travelers Motor Club, Inc. failed to submit the Motor Club renewal application and fee required by the June 30, 2016 license renewal deadline in violation of N.C.G.S. §58-69-15;

WHEREAS, as a condition to reinstating its permit, Travelers Motor Club, Inc. has agreed to pay a \$1,000.00 penalty and to pay the required renewal fee;

WHEREAS, pursuant to N.C.G.S. § 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, Travelers Motor Club, Inc. and the Department hereby agree to the following;

1. Immediately upon signing this agreement, Travelers Motor Club, Inc. 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." Travelers Motor Club, Inc. 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 14, 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. Travelers Motor Club, Inc. shall comply with all provisions of Article 69 of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to Travelers Motor Club, Inc.
3. This Agreement does not in any way affect the Department's disciplinary power in any future or follow-up examination of Travelers Motor Club, Inc., or in any cases or complaints involving Travelers Motor Club, Inc. In the event that Travelers Motor Club, Inc. fails to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to Travelers Motor Club, 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. Travelers Motor Club, Inc. understands that N.C.G.S. § 58-69-20 (2) provides that a Motor Club, Inc.'s license may be suspended or revoked if, after notice and opportunity for hearing, the Commissioner finds that the holder of said license has violated any of the provisions of Article 69, or has failed to maintain the standards requisite to original licensing as indicated in G.S. § 58-69-15.
5. Travelers Motor Club, Inc. enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative

hearing on this matter. Travelers Motor Club, Inc. 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. Any and all licenses issued by the Department to Travelers Motor Club, Inc. 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 Travelers Motor Club, Inc. and the Department.

Travelers Motor Club, Inc.

N.C. Department of Insurance

By: _____

Ricki Gavell
Vice President

Date: 9.19.15

By: _____

Angela K. Ford
Senior Deputy Commissioner

Date: 9/27/16

