

**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
TRAWICK INTERNATIONAL, INC.
LICENSE NO. 1000341459**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Trawick International, Inc. (hereinafter "Trawick") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this 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 business entities; and

WHEREAS, Trawick (NPN 5851792) currently holds a non-resident Business Entity (Corporation) License with the Department; and

WHEREAS, N.C. Gen. Stat. § 58-33-31(b)(2) requires licensed business entities to designate a licensed producer, who is a natural person, who is responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) requires designated responsible licensed producers (DRLPs) on behalf of the licensed business entity to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter. As used in this subsection, "administrative action" includes enforcement action taken against the producer by the FINRA. 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.

WHEREAS, N. C. Gen. Stat. § 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 insurance regulator; and

WHEREAS, an administrative action was taken against Trawick by the state of Wisconsin, effective October 7, 2014, due to failure to provide information promptly or for incomplete application, and an administrative action was taken by the state of Washington, effective February 24, 2020, due to a failure to respond; and

WHEREAS, these regulatory actions were admittedly not timely reported to the Department by Trawick who due to inadvertent administrative oversights was unaware of them until after the statutory 30 day notice requirement; and

WHEREAS, the February 24, 2020 action by the state of Washington was rescinded by its subsequent action taken September 2, 2020; and

WHEREAS, the violations set forth above may be sufficient to support suspension, probation, revocation or non-renewal of Trawick's license as provided in N.C. Gen. Stat. § 58-33-46(a)(2); and

WHEREAS, Trawick has undertaken corrective actions in an effort to preclude similar administrative oversights in the future and has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Trawick; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, Trawick shall pay a civil penalty of **\$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." Trawick 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 **January 30, 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. Trawick is required and agrees to report to the Department and NIPR any future administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and the Department reserves the right to make any follow-up review of Trawick without prior notice to assure compliance; and any non-adherence to this requirement shall constitute a violation of an Order of the Commissioner pursuant to Paragraph No. 5 below.
3. This Agreement does not in any way affect the Department's disciplinary power in any future review of Trawick or in any other unrelated complaints involving Trawick.
4. Trawick enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of the right to have an administrative hearing on this matter. Trawick understands it may consult with an attorney prior to entering into this Agreement.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Trawick understands that pursuant to N.C. Gen. Stat. § 58-33-46(a)(2), a producer's license may be revoked for violating an Order of the Commissioner.
6. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to Trawick shall reflect that Regulatory Action has been taken against it. 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. The Department routinely provides, upon request, a copy of the voluntary settlement agreement to companies that have appointed the licensee.

7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
8. Be aware that if a state or federal regulator other than the North Carolina Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The North Carolina Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

Trawick International, Inc.

North Carolina Department of Insurance

[Redacted Signature]

[Redacted Signature]

By: Daryl Trawick, President & DRLP

By: Angela Hatchell
Deputy Commissioner

Date: 1-15-21

Date: 1/29/2021