

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

114859
RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
JUN 11 2019
COMMISSIONER [REDACTED]
CHECK AMT 250.00
PROCESSOR

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF VIMO INC.
DBA Getinsured.com
LICENSE: 1000030842

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, VIMO INC, dba Getinsured.com (hereinafter ("VIMO INC")) 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, VIMO INC currently holds a non-resident Business Entity License with the Department; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina 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, North Carolina General Statute § 58-33-32(k) requires designated producers 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; and

WHEREAS, VIMO INC was fined in the amount of \$500.00 by the Louisiana Department of Insurance, effective January 23, 2019, for failure to supply information requested

by that department during the course of a financial or market analysis examination, a violation of Louisiana law, and such administrative action was not reported to this Department within thirty (30) days of the disposition of said matter as required by North Carolina insurance law; and

WHEREAS, VIMO INC admits to this violation of North Carolina General Statute § 58-33-32(k); and

WHEREAS, VIMO INC has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against VIMO INC; 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, VIMO INC and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, VIMO INC 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." VIMO 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 **July 10, 2019**. 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 Department's disciplinary power in any future examination of VIMO INC, or in any other complaints involving VIMO INC.
3. VIMO INC enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. VIMO INC understands it 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. VIMO INC understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity'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 Department. Following the execution of this Agreement, all licenses issued by the Department to VIMO INC 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 copies of voluntary settlement agreements to all 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 N. C. 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 N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

VIMO INC
dba Getinsurance.com
License No. 1000030842

North Carolina Dept. of Insurance



By: Michael L. Daugherty
Vice President, Sales



By: Angela Hatchell
Deputy Commissioner

Date: 6/10/2019

Date: 6/17/19