

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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BEFORE THE COMMISSIONER  
OF INSURANCE

**IN THE MATTER OF  
THE LICENSURE OF  
TYLER WEIK  
LICENSE NO. 18185833**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Tyler Weik (hereinafter “Mr. Weik”) 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

**WHEREAS**, Mr. Weik currently holds a resident producer’s license with authority for Medicare Supplement and Long Term Care line of issued by the Department; 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)(2) 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 violating any insurance law or this or any other state, violating any administrative rule, subpoena or order of the Commissioner or of another state’s insurance regulator, or violating any rule of FINRA; and

**WHEREAS**, the Department received notification that Mr. Weik had been terminated for cause from his former employer, AXA Advisors, LLC (“AXA”), where Mr. Weik had been employed as an insurance agent, and subsequently the Department initiated an investigation into the cause of Mr. Weik’s termination; and

**WHEREAS**, the Department’s investigation revealed that Mr. Weik had been terminated for compromising his clients’ personal identifying information (“PII”) in violation of AXA’s

written privacy policy when Mr. Weik emailed a spreadsheet containing twenty-three (23) clients' information, including PII, to his own personal email address on or about February 11, 2019; and

**WHEREAS**, during the course of the Department's investigation into this matter, Mr. Weik falsely represented to the Department that he had only emailed himself eight (8) clients' PII, and also gave conflicting reasons to the Department about why he had emailed himself the spreadsheet containing his clients' PII; and

**WHEREAS**, the Department's investigation revealed that Mr. Weik emailed himself his clients' PII after Mr. Weik had accepted a job position with a different agency; and

**WHEREAS**, the Department's investigation did not uncover any instances where Mr. Weik's clients' PII was shared with any person or entity other than Mr. Weik, who at the time he emailed the PII to himself, had authority to view it as an employee of AXA; and

**WHEREAS**, Mr. Weik has executed an affidavit in which he has represented that he has deleted all of his clients' PII that he had previously emailed himself and that he has no copies of this information; and

**WHEREAS**, the Department's investigation supports the conclusion that Mr. Weik violated the provisions of North Carolina General Statute §§ 58-33-46(a)(8) and 58-33-46(a)(2) in that he engaged in dishonest practices and demonstrated incompetence or untrustworthiness in the conduct of business in this State, and

**WHEREAS**, Mr. Weik has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Weik; 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, Mr. Weik and the Department hereby agree to the following:


1. Immediately upon the signing of this Agreement, Mr. Weik shall pay a civil penalty of two-thousand, five hundred and fifty dollars (**\$2,550.00**) 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." Mr. Weik 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



**August 5, 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 Mr. Weik or in any other complaints involving Mr. Weik.
3. Mr. Weik 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. Weik 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. Weik 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 Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Weik shall reflect that Regulatory Action has been taken against him. 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 agreement 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.

**N. C. Department of Insurance**

  
By: Tyler Weik  
License No. 18185833

  
By: Angela Hatchell  
Deputy Commissioner

Date: 08/02/2019

Date: 8/8/19