

STATE OF MAINE
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
BUREAU OF INSURANCE

In re:

Mary H. Taylor

National Producer No. 7971764

Maine License No. PRN191457

Docket No. INS-14-251

**CONSENT AGREEMENT
AND ORDER**

Mary H. Taylor (“Taylor”), a licensed Maine non-resident insurance producer, the Maine Superintendent of Insurance (“the Superintendent”), and the Office of the Maine Attorney General (“Attorney General”) hereby enter into this Consent Agreement pursuant to 10 M.R.S. § 8003(5)(B) to resolve, without an adjudicatory proceeding, a violation of the Insurance Code for which the Superintendent may impose discipline pursuant to 24-A M.R.S. §§ 1417 and 1420-K.

PARTIES

1. The Superintendent of Insurance is the official charged with administering and enforcing Maine’s insurance laws and regulations, and the Bureau of Insurance (“Bureau”) is the administrative agency with such jurisdiction. The Superintendent has jurisdiction over this matter pursuant to 24-A M.R.S. §§ 12-A and 211.
2. Mary H. Taylor is a resident of Indiana and has been licensed in Maine as a non-resident insurance producer with life and health authority since June 29, 2011. Her Maine producer license number is PRN191457. Her National Producer Number (“NPN”) is 7971764.

STATUTORY AUTHORITY

3. Under 24-A M.R.S. §§ 12-A and 1420-K, the Superintendent may issue a warning, censure, or reprimand to a licensee, may suspend, revoke or refuse to renew the license of a licensee, may impose conditions of probation on the licensee, may levy a civil penalty, or may take any combination of such actions, for violating any insurance laws, or violating any rule, regulation, subpoena, or order of the Superintendent. Pursuant to 10 M.R.S. § 8003(5)(B), the Superintendent may resolve a complaint by entering into a consent agreement with a licensee and with the agreement of the Attorney General.

FACTS

4. In or around July, 2011, Taylor submitted an application for an American National Insurance Company (ANICO) life insurance policy on behalf of a Maine consumer.
5. The ANICO application listed the premium payment per month as \$41.00, whereas the ANICO Allotment Authorization Form indicated that the \$41.00 payment was to be made biweekly. Taylor alleges that United America Financial, Inc. filled in the premium payment amounts and was responsible for the error.
6. Taylor indicated on the ANICO application that the document was signed in Portland, Maine, whereas it was actually signed in Auburn, Maine.
7. The Allotment Authorization Form was dated July 18, 2011, while the ANICO application and other related documents submitted to ANICO were dated July 27, 2011. Taylor admitted that she delayed in mailing the application, and that the documents dated July 27, 2011, reflected the date she mailed the paperwork to ANICO rather than the date on which the documents were signed.

CONCLUSIONS OF LAW

8. The Superintendent may place on probation, suspend, revoke or refuse to issue or renew an insurance producer's license or may levy a civil penalty in accordance with 24-A M.R.S. § 12-A or take any combination of such actions, for using "fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this State or elsewhere." 24-A M.R.S. § 1420-K(1)(H).
9. By submitting the ANICO life insurance application and related documents that contained several errors, Taylor demonstrated incompetence or untrustworthiness in the conduct of business in the State of Maine.

COVENANTS

10. Taylor admits to the Facts as stated above and admits that these Facts constitute a basis for imposing discipline upon her due to the errors that she made on the ANICO life insurance application and related forms.
11. Taylor agrees to the imposition of a civil penalty in the amount of Two Hundred Fifty Dollars (\$250.00) which Taylor will remit to the Maine Bureau of Insurance at the time of returning this signed agreement. Payment shall be by check or money order made out to "Treasurer, State of Maine."
12. Taylor will promptly report any matters to the Bureau of Insurance during all times that she is licensed by the Bureau, to the extent such reporting is required under the Maine Insurance Code, and will comply in all other respects with the provisions of the Maine Insurance Code, as applicable.

13. Nothing in this Agreement shall affect the rights or interests of any person who is not a party to this Agreement.

14. In consideration of Taylor's execution of and compliance with the terms of this Consent Agreement, the Superintendent and Attorney General agree to forgo pursuing against Taylor any further disciplinary measures or other civil or administrative sanctions available under the Maine Insurance Code concerning the specific conduct described in this Consent Agreement, other than those agreed to herein. However, should Taylor violate any provision of this Consent Agreement, she may be subject to any available remedy for the violation. Taylor further acknowledges and agrees that, upon execution of this Consent Agreement, each of the Covenants herein shall constitute an order of the Superintendent.

15. This Consent Agreement is enforceable by an action in Maine Superior Court.

16. This Consent Agreement is not subject to appeal. Taylor waives any further hearings or appeals regarding the matters that are the subject of this Consent Agreement.

17. This Consent Agreement may be modified only by a written agreement executed by all of the parties hereto.

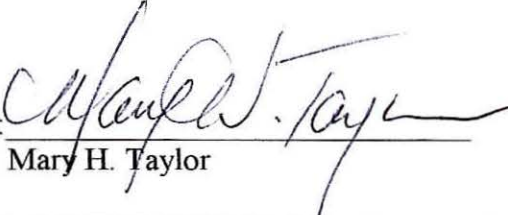
18. This Consent Agreement is a public record subject to the provisions of the Maine Freedom of Access Law, 1 M.R.S. §§ 401 through 410, will be available for public inspection and copying as provided for by 1 M.R.S. § 408, and will be reported to the Regulatory Information Retrieval System database at the National Association of Insurance Commissioners.

19. Taylor agrees that she has read this Consent Agreement, that she understands this Consent Agreement, that she has reviewed the statutory provisions set forth herein, that she understands her right to consult with counsel before signing this Consent Agreement, and that she enters into this Consent Agreement voluntarily and without coercion of any kind from any person.

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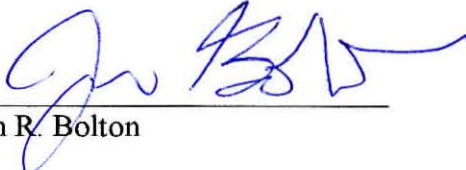
MARY H. TAYLOR

Dated: 2 23 2015

By: 
Mary H. Taylor

**THE MAINE OFFICE OF THE ATTORNEY
GENERAL**


Dated: 3/11 2015

By: 
Jonathan R. Bolton

Assistant Attorney General

**THE MAINE SUPERINTENDENT OF
INSURANCE**

Dated: 03/16 . 15

By: 
Eric A. Cioppa
Superintendent of Insurance