

**STATE OF VERMONT
DEPARTMENT OF FINANCIAL REGULATION**

IN RE:)
)
FNC Insurance Agency, Inc.) **DOCKET NO. 18-0³⁹-B**
)

STIPULATION AND CONSENT AGREEMENT

The Vermont Department of Financial Regulation (the “Department”) and FNC Insurance Agency, Inc. (“FNCIA”) stipulate and agree as follows:

Background

1. The Commissioner of the Department is charged with administering and enforcing Vermont law as it pertains to debt adjustment companies in the State of Vermont pursuant to 8 V.S.A. Chapters 1 and 83.

2. FNCIA is a California corporation with its principal place of business at 6460 Las Colinas Boulevard, LB-110, Irving, Texas 75039.

3. FNCIA has engaged in debt adjustment activities since 20004 and, once FNCIA determined that it needed a license in Vermont, FNCIA contacted the Department and began the process of applying for a license.

4. FNCIA has now determined that it is exiting its debt adjustment activities and will no longer be seeking a Vermont debt adjuster license.

5. FNCIA is in the process of winding down its activities and notifying its customers on a staged basis.

6. FNCIA currently serves approximately 39 customers in Vermont.

7. Based upon the information provided by FNCIA, the Department has alleged that FNCIA engaged in debt adjustment activities in Vermont without a license.

8. FNCIA neither admits nor denies the Department's allegations.
9. At all times, FNCIA has cooperated with the Department.
10. The Department has not received any complaints stemming from FNCIA activities in Vermont.
11. The parties wish to resolve this matter without administrative or judicial proceedings.
12. FNCIA and the Department expressly agree to enter this Stipulation and Consent Agreement in full and complete resolution of the alleged violations described herein.

Agreement

13. FNCIA shall pay an administrative penalty in the amount of \$2,000 to the "Department of Financial Regulation" within 30 days from the execution of this Stipulation and Consent Agreement.

14. FNCIA shall provide the Department with a list of its current Vermont customers within 15 days from the execution of this Stipulation and Consent Agreement.

15. FNCIA shall notify its Vermont customers that it is terminating its activities. The initial notice shall be sent with at least 30 days prior to the termination date. FNCIA has indicated that it will use notices substantially in the forms attached as Exhibit A.

16. This Stipulation and Consent Agreement shall not prevent any person from pursuing any claim he or she may have against FNCIA, nor shall it be understood as determining whether any such claim may or may not exist in law or equity. Nothing contained herein shall be deemed an admission by FNCIA.

17. Nothing contained in this Stipulation and Consent Agreement shall restrain or limit the Department in responding to and addressing any actual complaint filed with the Department involving FNCIA, and the Department reserves the right to pursue restitution in connection with

any complaint filed with the Department.

18. FNCIA waives its right to notice and a hearing before the Commissioner or his designated appointee.

19. In the event FNCIA fails to comply with any provision of this Stipulation and Consent Agreement, the Commissioner, upon request from the Banking Division of the Department, may issue an Order imposing remedies and penalties as authorized by law, including without limitation additional monetary penalties, and suspension, termination, or revocation of FNCIA's ability to do business in Vermont. The Department's failure to exercise this option shall not constitute a waiver of the right to exercise such option at any other time.

20. The Department shall retain continuing jurisdiction in this matter until FNCIA has complied with the terms and conditions of this Stipulation and Consent Agreement.

21. This Stipulation and Consent Agreement shall not be construed as an adjudication of any violation of any Vermont or federal law, except as specifically set forth herein.

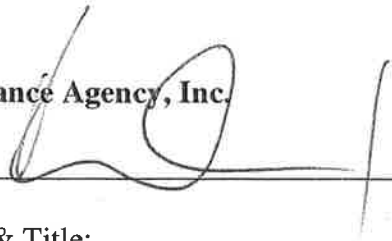
22. FNCIA acknowledges and agrees that this Stipulation and Consent Agreement is entered into freely and voluntarily and that except as set forth herein, no promise was made to induce FNCIA to enter into it. FNCIA acknowledges its understanding and agreement to all terms, conditions, and obligations contained in this Stipulation and Consent Agreement. FNCIA consents to the entry of this Stipulation and Consent Agreement.

23. The terms set forth in this Stipulation and Consent Agreement represent the complete agreement between the parties as to its subject matter.

24. The undersigned representative of FNCIA affirms that he or she has taken all necessary steps to obtain the authority to bind FNCIA to the obligations stated herein and has the authority to bind FNCIA to the obligations stated herein.

FNC Insurance Agency, Inc.

By:



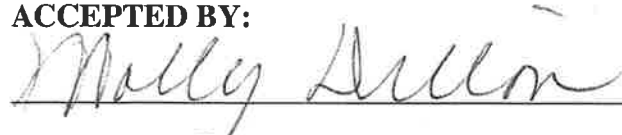
Date:

7/23/18

Print name & Title:

Robert Duval, VP

ACCEPTED BY:



Date

7/24/2018

Molly Dillon, Deputy Commissioner
Banking Division, Vermont Department of Financial Regulation

ORDER

1. The stipulated facts, terms, and provisions of the Stipulation are incorporated by reference herein.
2. Jurisdiction in this matter is established pursuant to Chapters 1 and 83 of Title 8 V.S.A.
3. Pursuant to the Stipulation, FNCIA consents to the entry of this Order.
4. FNCIA shall comply with all agreements, stipulations, and undertakings as recited above.

Dated at Montpelier, Vermont this 24th day of July 2018.



Michael S. Pieciak, Commissioner
Vermont Department of Financial Regulation

**EXHIBIT A TO
FNCIA STIPULATION AND CONSENT AGREEMENT**

FNC INSURANCE AGENCY
The BiWeekly Advantage Plan®
P.O. Box 10008, MC 0003
Hagerstown, MD 21747-0008

**IMPORTANT
Notice of Account Closing**

<Mail Date>

<Borrower1>

<Borrower2>

<Mailing_Address_1>

<Mailing_Address_2>

<Mailing_City>, <Mailing_ST> <Mailing_Zip>

Re: The BiWeekly Advantage Plan®

Dear BiWeekly Advantage Client,

We regret to inform you that FNC Insurance Agency, Inc. (FNCIA), administrator of The BiWeekly Advantage Plan® (Plan), will no longer offer the Plan to its customers and, as such, is closing all Plan accounts. As stated in The BiWeekly Advantage Plan® Agreement Terms and Conditions (Agreement), FNCIA may cancel your account for any reason upon giving you 30 days' written notice.

Accordingly, your Plan account will close on <30 days from date of letter> or the date FNCIA makes your next mortgage payment, whichever occurs later. At that time, you should make other arrangements to make your future mortgage payments.

If there is a remaining balance in your Plan account after it closes, we will refund that amount to you to the extent required in the Agreement.

We appreciate your long patronage and apologize for any inconvenience the closure of your Plan account may cause you. If you have any questions, please call FNCIA at 1-800-955-6060†, select your language option from the language menu, and then select option 2. TTY Services available: Dial 711 from the United States; 1-866-280-2050 from Puerto Rico. Our Plan Specialists are available to assist you Monday through Friday from 9:00 a.m. to 8:30 p.m., ET. Please refer to your Plan ID, <Plan ID Number>, when contacting our office.

Sincerely,

FNC Insurance Agency

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†Calls are randomly monitored and recorded to ensure quality service.

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EXHIBIT A – CONTINUED

FNC INSURANCE AGENCY

The BiWeekly Advantage Plan®

P.O. Box 10008, MC 0003

Hagerstown, MD 21747-0008

IMPORTANT Notice of Account Closing

<Mail Date>
<Borrower1>
<Borrower2>
<Mailing_Address_1>
<Mailing_Address_2>
<Mailing_City>, <Mailing_ST> <Mailing_Zip>

Re: The BiWeekly Advantage Plan®

Dear BiWeekly Advantage Client,

As we previously notified you, FNC Insurance Agency, Inc. (FNCIA), administrator of The BiWeekly Advantage Plan® (Plan), has closed your account and will no longer make your mortgage payment on your behalf.

Your Plan account closed on <Month Year account closed>. Accordingly, you should make other arrangements to make your future mortgage payments.

If, for any reason, there is a remaining balance in your closed Plan account, we will refund that amount to you to the extent required in The BiWeekly Advantage Plan® Agreement Terms and Conditions.

Once again, we have appreciated your patronage and apologize for any inconvenience the closure of your account may cause you. If you have any questions, please call FNCIA at 1-800-955-6060†, select your language option from the language menu, and then select option 2. TTY Services available: Dial 711 from the United States; 1-866-280-2050 from Puerto Rico. Our Plan Specialists are available to assist you Monday through Friday from 9:00 a.m. to 8:30 p.m., ET. Please refer to your Plan ID, <Plan ID Number>, when contacting our office.

Sincerely,

FNC Insurance Agency

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†Calls are randomly monitored and recorded to ensure quality service.

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