

**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

In Re: Kimberly Tacy

Docket No.: 16-035-EP

Consent Order

This Consent Order (“Consent Order”) is made between the New Hampshire Insurance Department (“NHID”) and Kimberly Tacy (“Respondent”), the terms of which are as follows:

1. The Respondent acknowledges that she received proper notice of her rights to a formal administrative hearing pursuant to the Administrative Procedure Act, RSA 541-A:31.
2. The Respondent hereby waives all rights to a formal administrative hearing in this matter and agrees that this Consent Order contained herein, shall have the full force and effect of an Order duly entered in accordance with the adjudicatory procedures provided for in the Administrative Procedure Act, RSA 541-A:31, or any other applicable law.

FINDINGS OF FACT

3. The NHID finds true and correct each of the following Findings of Fact:
 - a. The Respondent was a New Hampshire resident insurance producer licensed to sell Property and Casualty insurance products. Her license became effective on December 6, 2010 and was voluntarily surrendered effective on June 30, 2016.
 - b. From November 1, 2009 until her termination on January 29, 2016, the Respondent worked at the Pittsfield Insurance Agency (“Agency”) in Pittsfield, NH. The owner of the Agency is Janet Tarantino (Ms. Tarantino).

- c. One of the Respondent's responsibilities at the Agency was to collect customers' cash premium payments and deposit the money in the Agency's premium trust account.
- d. On January 20, 2016 Ms. Tarantino discovered a \$900 premium payment made by customer Timothy B. ("Mr. B.") to the Respondent on December 3, 2015, had never been deposited into the Agency's trust account.
- e. When confronted about the missing deposit, the Respondent claimed that Mr. B. had forgotten to leave the payment at the Agency on December 3, 2015, and offered to personally collect the payment.
- f. On January 25, 2016 the Respondent returned to work with \$900 that Mr. B. had purportedly given her. In an interview with NHID investigator Brendhan Harris ("Inv. Harris"), the Respondent admitted that the source of the \$900 was from money she had been taking from the Agency customers, and she had not, in fact, collected the money from Mr. B.
- g. Shortly after the Respondent's termination it was discovered that customer Jane O.'s ("Ms. O.") insurance policy was canceling for non-payment. Ms. O. had stopped by the Agency several weeks before and left \$300 in cash with the Respondent to be applied toward future insurance premium payments. No record of Ms. O.'s \$300 payment to was found in the Agency's records. Again, in an interview with Inv. Harris, the Respondent also admitted to taking Ms. O.'s \$300 payment.
- h. Around the same time, another customer, Michael S. ("Mr. S."), also received a notice of cancellation from his insurance company and contacted the Agency.

Mr. S. visited the Agency on January 4, 2016 and had given the Respondent \$350 in cash to be applied to his insurance premium. There was no internal record of Mr. S.'s payment, though he was able to produce a handwritten receipt, signed by the Respondent, dated January 4, 2016. Again, in a later interview with Inv. Harris, the Respondent admitted to taking Mr. S.'s payment.

- i. In two separate interviews the Respondent admitted to Inv. Harris that she had misappropriated customer funds, taken the cash and stored it in a lock box in her home.
- j. Through a search of the Respondent's residence the NHID Fraud Unit subsequently recovered a receipt book and fourteen grocery bags containing items belonging to the Agency. Within the grocery bags were customer policy files and cancellation notices. The Fraud Unit, however, was unable to locate the lock box containing the customers' premium payments.
- k. On October 20, 2016, a Merrimack County Grand Jury indicted the defendant for one count of Theft by Misapplication of Property, a Class A felony. On November 16, 2017, the Respondent pled guilty to this charge and received incarceration, probation and is required to pay restitution as part of her sentence.

CONCLUSIONS OF LAW

4. In accordance with the above findings of fact and the applicable provisions of law, the NHID concludes and finds the following Conclusions of Law:

- a. The Respondent is subject to the jurisdiction of the New Hampshire Insurance Department.

- b. NH RSA 402-J:12, I, (a) states, in pertinent part, that, “the commissioner may place on probation, suspend, revoke, or refuse to issue or renew an insurance producer's license.”
- c. The Respondent’s actions described in paragraphs 3(b) through (k) violate NH RSA 402-J:12, I, (h).

ORDER

In accordance with the Findings of Fact and Conclusions of Law, the NHID orders and the Respondent consents to the following:

- A. The Respondent acknowledges that by entering into this Consent Order she waives the right to have the matters described in the December 14, 2016 Order to Show Cause decided by a Hearing Officer.
- B. The Respondent admits that her conduct as described above violated RSA 402-J:12, I, (h) and agrees to a PERMANENT REVOCATION of her New Hampshire insurance producer license.
- C. By entering into this Consent Order, the NHID and the Respondent intend to resolve all issues relating to the above-mentioned matters. This Consent Order shall be deemed a complete settlement and full and final resolution, and is in lieu of any other action that could have been brought by the NHID relating to matters disclosed herein. Provided however, notwithstanding the foregoing, the NHID may take any and all appropriate actions should the Respondent violate any provision of the State’s insurance laws in the future.

D. This Order shall be construed and enforced in accordance with, and governed by, the laws of the State of New Hampshire without regard to principles of conflict of laws.

IT IS SO ORDERED.

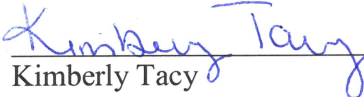
NEW HAMPSHIRE INSURANCE DEPARTMENT

Date: 3-26-18



Roger A. Sevigny, Commissioner

Date: 3/26/2018



Kimberly Tacy