



**DEPARTMENT OF INSURANCE, FINANCIAL  
INSTITUTIONS AND PROFESSIONAL REGISTRATION**

P.O. Box 690, Jefferson City, Mo. 65102-0690

IN RE: PREMIUM TITLE SERVICES, INC.  
1000 ABERNATHY RD., BLDG 400  
ATLANTA, GA 30328

TRACKING ID 253422

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by Premium Title Services, Inc. ("Premium") and the Consumer Affairs Division of the Department of Insurance, Financial Institutions and Professional Registration, as follows:

WHEREAS, John M. Huff, is the duly appointed Director of the Department of Insurance, Financial Institutions and Professional Registration, State of Missouri (hereinafter, "Director" of the "Department"), whose duties, pursuant to Chapters 374, 375 and 381, RSMo, include the supervision and regulation of the business of insurance;

WHEREAS, the Consumer Affairs Division of the Department is charged with investigating producers and companies engaged in the business of insurance pursuant to Sections 374.085 and 374.190, RSMo and is authorized by the Director to recommend enforcement action under the laws relating to insurance;

WHEREAS, Premium currently holds an active license as a business entity producer with the Department, pursuant to Chapter 375, RSMo;

WHEREAS, the Consumer Affairs Division has received information concerning Premium's failure to timely record deeds and security instruments within five days, which is a violation of Section 381.026.1, RSMo (Supp. 2013); Premium's failure to make a corresponding deposit prior to disbursing escrow funds, which is a violation of Section 381.412.2, RSMo (Supp. 2013) and Premium's failure to properly disclose the proration of the real estate taxes while determining insurability and while handling the settlement and such conduct is inconsistent with sound underwriting practices, which is a violation of Section 381.071.1(2), RSMo (Supp. 2013) and subjects Premium to enforcement action by the Director;

WHEREAS, Premium has been informed of its right to counsel and of its right to contest any attempt by the Department to discipline its insurance producer license, and states that it understands its rights to contest any such actions;

WHEREAS, Premium acknowledges and admits for purposes of this Agreement that it failed to timely record deeds and security instruments within five days; failed to make a corresponding deposit prior to disbursing escrow funds; failed to conduct sound underwriting practice and that such conduct violates Section 381.026.1; 381.412.2 and 381.071.1(2), RSMo (Supp. 2013), respectively;


AND WHEREAS, Premium, acknowledges and admits for purposes of any future action by the Director or the Consumer Affairs Division based on any additional violation of the insurance laws or regulations by Premium, in which future action the Director or the Consumer Affairs Division alleges that the violations described herein form part of a course of conduct, a business practice, or other such series of similar violations, or that future violations by Premium are committed knowingly, intentionally or in conscious disregard of the law, that it failed to timely record deeds and security instruments within five days; failed to make a corresponding deposit prior to disbursing escrow funds; failed to conduct sound underwriting practice and that such conduct violates Sections 381.026.1; 381.412.2 and 381.071.1(2), RSMo (Supp. 2013), respectively;

NOW, THEREFORE, in lieu of any recommendation or initiation by the Consumer Affairs Division of any action based on the violations cited in this Agreement, and after being afforded the opportunity to consult legal counsel, Premium does hereby voluntarily and knowingly surrender and forfeit the sum of seven hundred fifty dollars (\$750.00), such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280, RSMo.

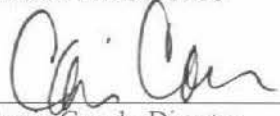
Premium shall submit this sum to the Department by cashier's check or money order made payable to the State School Moneys Fund no later than February 11, 2016.

The parties agree that, should the Director or the Division in the future allege an additional violation of the insurance laws or regulations by Premium, nothing in this Agreement shall preclude the Director or the Consumer Affairs Division from introducing Premium's admissions contained in this Agreement as evidence that the acts described herein form part of a course of conduct, a business practice, or other such series of similar violations, or for purposes of showing that such later alleged acts are committed knowingly, intentionally or in conscious disregard of the law.

DATED: 2/5/2016

  
Premium Title Services, Inc.  
By: James A. Weld  
Its: President  
License No. 8073966

DATED: 2/18/16

  
Carrie Couch, Director  
Consumer Affairs Division

DATED: 2/19/16

  
John M. Huff, Director  
Department of Insurance, Financial  
Institutions and Professional  
Registration

Return original to:  
Marjorie Thompson  
Missouri Department of Insurance,  
Financial Institutions and Professional Registration  
PO Box 4001  
Jefferson City, MO 65102