



## DEPARTMENT OF COMMERCE & INSURANCE

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

IN RE: MERCER COUNTY TITLE COMPANY  
604 ½ WEST MAIN  
PRINCETON, MO 64673

TRACKING ID# 392003

### VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by Mercer County Title Company (“Mercer”) and the Division of Consumer Affairs of the Department of Commerce and Insurance, as follows:

WHEREAS, Chlora Lindley-Myers, is the duly appointed Director of the Department of Commerce and Insurance, 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 Division of 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, Mercer currently holds an active license as a business entity producer with the Department, pursuant to Chapter 375, RSMo;

WHEREAS, the Division has received information concerning Mercer's failure to:

- Timely file the Annual Financial Interest Report and Affiliated Arrangement Report that were due March 31, 2021, which is a violation of 20 CSR 500-7.070 and Sections 381.029.3 and 381.029.4, RSMo;
- Timely issue the title insurance policy to the insured, in violation of 20 CSR 500-7.090 and Section 381.038.3, RSMo;
- Disclose premium consistent with rates filed with the Department by the Insurer, in violation of Section 381.019, RSMo;
- Respond to inquiries from the Department, in violation of 20 CSR 100-4.100;

Additionally, Mercer:

- Used exceptions not filed by the insurer with the Department, in violation of Section 381.085.4, RSMo;

and subjects Mercer to enforcement action by the Director;

WHEREAS, Mercer 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;

AND WHEREAS, Mercer acknowledges and admits for purposes of this Agreement and for purposes of any future action by the Director or the Division based on any additional violation of the insurance laws or regulations by Mercer, in which action the Director or the 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 Mercer are committed knowingly, intentionally or in conscious disregard of the law, that it failed to:

- Timely file the Annual Financial Interest Report and Affiliated Arrangement Report that were due March 31, 2021, which is a violation of 20 CSR 500-7.070 and Sections 381.029.3 and 381.029.4, RSMo;
- Timely issue the title insurance policy to the insured, in violation of 20 CSR 500-7.090 and Section 381.038.3, RSMo;
- Disclose premium consistent with rates filed with the Department by the Insurer, in violation of Section 381.019, RSMo;
- Respond to inquiries from the Department, in violation of 20 CSR 100-4.100;

Additionally, Mercer:

- Used exceptions not filed by the insurer with the Department, in violation of Section 381.085.4, RSMo;


NOW, THEREFORE, in lieu of any recommendation or initiation by the Division of any action based on the violations cited in this Agreement, and after being afforded the opportunity to consult legal counsel, Mercer does hereby voluntarily and knowingly surrender and forfeit the sum of nine hundred dollars (\$900.00), such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280, RSMo.

Mercer 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 24, 2022.


The parties agree that, should the Director or the Division in the future allege an additional violation of the insurance laws or regulations by Mercer, nothing in this

Agreement shall preclude the Director or the Division from introducing Mercer'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.

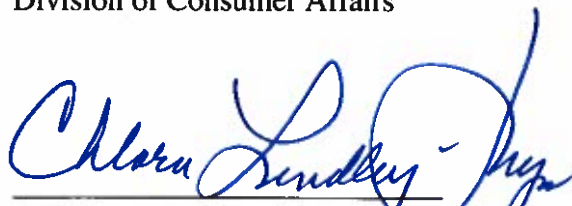
DATED: 2-22-2022

  
Mercer County Title Company  
By: Fonda Shipley  
Its: President  
License No. 6284

DATED: 2/28/22

  
Carrie Couch, Director  
Division of Consumer Affairs

DATED: February 28, 2022

  
Chlora Lindley-Myers, Director  
Department of Commerce and Insurance

Return original to:  
Angie Gross  
Missouri Department of Commerce and Insurance  
PO Box 4001  
Jefferson City, MO 65102