



DEPARTMENT OF COMMERCE & INSURANCE

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

IN RE: BOSTON NATIONAL TITLE AGENCY, LLC
473 NW PRIMA VISTA BLVD.
PORT ST. LUCIE, FL 34983

TRACKING ID #412787

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by Boston National Title Agency, LLC (“Boston National”) 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, Boston National currently holds an active license as a business entity producer with the Department, pursuant to Chapter 375, RSMo;

WHEREAS, the Division has received information that Boston National failed to:

- Collect the fee and issue a closing protection letter for a residential transaction in violation of Section 381.022.5, RSMo;
- Timely record the deed or security instrument in violation of Section 381.026.1, RSMo;
- Timely issue the title insurance policy to the insured in violation of Missouri Regulation 20 CSR 500-7.090.2 and Section 381.038.3, RSMo;
- State premium on the Schedule A of the title insurance policy issued to the insured consistent with rates filed with the Department in violation of Missouri Regulation 20 CSR 500-7.130(B) and Section 381.181.2, RSMo; and

subjects Boston National to enforcement action by the Director;

WHEREAS, Boston National 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, Boston National 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 Boston National, 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 Boston National are committed knowingly, intentionally or in conscious disregard of the law, that Boston National has failed to:

- Collect the fee and issue a closing protection letter for a residential transaction in violation of Section 381.022.5, RSMo;
- Timely record the deed or security instrument in violation of Section 381.026.1, RSMo;
- Timely issue the title insurance policy to the insured in violation of Missouri Regulation 20 CSR 500-7.090.2 and Section 381.038.3, RSMo;

- State premium on the Schedule A of the title insurance policy issued to the insured consistent with rates filed with the Department in violation of Missouri Regulation 20 CSR 500-7.130(B) and Section 381.181.2, 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, Boston National does hereby voluntarily and knowingly surrender and forfeit the sum of two thousand dollars (\$2,000.00), such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280, RSMo;

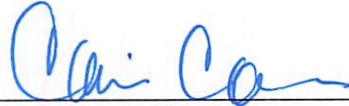
Boston National shall submit this sum to the Department by cashier's check or money order made payable to the State School Moneys Fund no later than April 3, 2023.

The parties agree that, should the Director or the Division in the future allege an additional violation of the insurance laws or regulations by Boston National, nothing in this Agreement shall preclude the Director or the Division from introducing Boston National'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: 3/20/2023


Boston National Title Agency, LLC
By: Keith Lewis
Its: Chief Compliance Officer
NPN# 8795278

DATED: 3/27/23


Carrie Couch, Director
Division of Consumer Affairs

DATED: 3/27/23


Chlora Lindley-Myers, Director
Department of Commerce and Insurance

**Return original to:
Chelsea Holtmeyer
Missouri Department of Commerce and Insurance
PO Box 4001
Jefferson City, MO 65102**