

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF
TRIP ASSURED, INC.

VOLUNTARY CEASE
AND DESIST AGREEMENT

NOW COME Trip Assured, Inc. (hereinafter "Trip Assured") and the North Carolina Department of Insurance (hereinafter the "Department") and hereby enter into the following Voluntary Cease and Desist Agreement (hereinafter "Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of North Carolina; and

WHEREAS, Trip Assured is a corporation organized under the laws of the State of Tennessee; and

WHEREAS, Trip Assured has offered trip protection products and services to citizens of the State of North Carolina; and

WHEREAS, the Department, based on its own investigation, contends that Trip Assured has marketed, issued, and administered contracts of insurance in the State of North Carolina without being licensed or otherwise authorized to act as an insurer in this State as required by statute; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent, without any admission of liability on the part of Trip Assured, before the Department initiates an administrative hearing concerning this matter.

NOW, THEREFORE, Trip Assured and the Department hereby agree to the following:

1. Trip Assured shall immediately, with the exception of any affirmative acts required in this Agreement, cease and desist from soliciting, marketing, issuing, administering and conducting all business in this State, within the meaning of the North Carolina statutes relating to insurance in this State, without first being duly licensed by the Department;
2. Trip Assured shall pay and otherwise fully service all valid claims on all contracts executed in North Carolina;

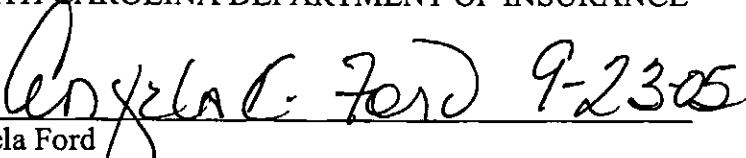
3. Nothing in this Agreement shall prevent Trip Assured from offering trip protection products and services to citizens of the State of North Carolina provided that such trip protection products and services are fully underwritten by an insurer that is licensed to conduct the business of insurance in this State, and provided that Trip Assured complies with all relevant North Carolina statutes and regulations;
4. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect;
5. The parties to this Agreement have read and understand this Agreement and agree to abide by the terms and conditions contained herein; and
6. This Agreement shall have the full force and effect of an order of the Commissioner of Insurance.

This the 23rd day of September, 2005

TRIP ASSURED, INC.

By: 
Edward Johnson
President

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:  9-23-05
Angela Ford
Senior Deputy Commissioner