

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF CONSUMER AFFAIRS
AND BUSINESS REGULATION
DIVISION OF INSURANCE

SUFFOLK, ss

Docket No. E2015- 04

DIVISION OF INSURANCE)
Petitioner,)
v.)
SIVER INSURANCE AGENCY,)
INC, d/b/a SIVER FINANCIAL)
SERVICES and JERRY SIVER,)
Respondents.)
_____)

CONSENT AGREEMENT

1. Pursuant to M.G.L. c. 175, .G.L. c. 176D and 801 CMR 101(6)(a), the Division of Insurance (“Division”) filed an Order to Show Cause against Respondents, Siver Insurance Agency d/b/a Siver Financial Services (“SIAI”) and Jerry Siver (“Siver”).
2. The Order to Show Cause is incorporated by reference herein, alleges, in part, that SIAI and Siver conducted business under the name of Siver Financial Services for approximately three years prior to notifying the Division that SIAI and Siver were doing business under that name. The Order to Show Cause also alleges that

Rachel Southard, an employee of SIAI, was incorrectly listed on SIAI's website as an insurance producer when she did not possess a produce license.

3. In its claim for relief, the Division requested, in part, that the Commissioner of Insurance find the allegations in the Order to Show Cause as fact.
4. Siver, as a representative of himself and SIAI, has been afforded an opportunity for an administrative hearing in this matter and has waived that right and any rights of appeal in return for the settlement of the dispute between the Division and Siver and SIAI.
5. In consideration for settlement of the dispute between the Division, Siver and SIAI, based on the allegations as stated in the Order to Show Case, Siver agrees to pay a fine of \$500.00 no later than October 2, 2015 and to cease and desist from the conduct alleged in the Order to Show Cause. The above fine shall be made payable to the Commonwealth of Massachusetts and shall be forwarded to the Division along with the original copy of this Agreement to the care of Mary Ellen Thompson, Counsel to the Commissioner, Division of Insurance, 1000 Washington Street, Suite 810, Boston, MA 02118.
6. In the event the Division finds there has been a breach of any provision of this Agreement, the Division may, in its discretion, pursue any and all legal remedies permitted by the Massachusetts insurance laws as well as any other appropriate law of the Commonwealth.
7. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

Agreed to by the undersigned on the dates listed below.

Jerry Siver

Date

Mary Ellen Thompson
Massachusetts Division of Insurance

Date

ORDERED this _____ day of October, 2015.

Jean Farrington, Presiding Officer
Hearings and Appeals
Massachusetts Division of Insurance