## BEFORE THE DIVISION OF INSURANCE DEPARTMENT OF LABOR AND REGULATION STATE OF SOUTH DAKOTA

IN THE MATTER OF APOLLO ACCESS LTD.	)	SETTLEMENT AGREEMENT	

In resolution of the above matter and in lieu of issuance of a Notice of Hearing and a formal hearing, the undersigned parties do hereby agree to the following:

APOLLO ACCESS LTD. ("APOLLO"), whose address of record is 161 Avenue of Americas, 8th floor, New York, NY 10013 is registered as a Discount Medical Plan in the State of South Dakota;

APOLLO is aware that the South Dakota Division of Insurance has conducted an investigation;

The South Dakota Division of Insurance alleges the following with regard to APOLLO:

- 1) APOLLO failed to update their mailing address with the Division within 30 days of changing their address, in violation of SDCL § 58-17E-46;
- 2) APOLLO's website and marketing material contained information and language which violated SDCL § 58-17E-40;
- Pursuant to SDCL §§ 58-17E-14, 58-17E-40, and 58-17E-46; the Director of the South Dakota Division of Insurance may revoke or suspend APOLLO's Discount Medical Plan registration for the above-cited reasons.

APOLLO is aware of and understands the nature of the allegations and has been informed that it has the right to a Notice of Hearing, counsel and appeal and that by agreeing to sign this Settlement Agreement, waives these rights;

By the execution of this Settlement Agreement and the payment of a settlement amount pursuant to this Settlement Agreement, APOLLO neither admits to nor denies any violations of the laws or regulations of the State of South Dakota, but waives its right to contest the allegations contained herein:

In return for APOLLO agreeing to and complying with the provisions of this Settlement Agreement, the Division agrees not to proceed to administrative hearing and agrees that this Settlement Agreement will constitute an informal disposition of this matter pursuant to SDCL 1-26-20;

APOLLO agrees to pay \$15,000 pursuant to SDCL 58-4-28.1, in lieu of proceeding to a formal hearing, and further agrees to conduct itself in accordance with the insurance laws and regulations of the State of South Dakota;

APOLLO agrees that this Settlement Agreement may be considered for the purpose of determining the appropriate sanction in any future actions with the Division for any violations of the laws or regulations of the State of South Dakota or for failing to abide by any order of the Director;

Wherefore, good cause appearing from the foregoing, it is hereby AGREED that APOLLO shall pay a settlement amount of \$15,000 payable to the South Dakota Division of Insurance for deposit in the general fund of the State of South Dakota; and it is

ORDERED that the use of this Settlement Agreement for competitive purposes by an insurance agent or third-party administrator, or discount medical plan holding a license in the State of South Dakota, or by any company holding a Certificate of Authority, or by anyone on their behalf, may be deemed unfair competition and be grounds for suspension or revocation of said license or authority.

IT IS FURTHER AGREED that the provisions of this Settlement Agreement shall be effective from the date the Director signs this Settlement Agreement.

Dated at Pierre,	South Dakota this 22 day of October, 2018.
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	Larry Deiter, Director
	South Dakota Division of Insurance

The undersigned, on behalf of APOLLO, represents it understands the terms of this Settlement Agreement and the waiver of its due process rights and voluntarily enters into this Settlement Agreement.

Dated this 17th day of Octoo , 2018.

Benomin Marco
Signature of Authorized Representative

Benomin Di Marco
Printed Name

VP, Lagal
Title