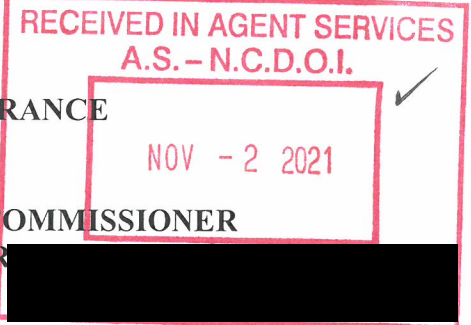


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF BENJAMIN LEWIS
LICENSE NO. 8067600

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Benjamin Lewis (hereinafter “Mr. Lewis”) and the Agent Services Division of the North Carolina Department of Insurance (hereinafter “Agent Services Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

WHEREAS, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Mr. Lewis currently holds a resident producer’s license with authority for Variable Life & Variable Annuity, Property, Casualty, Accident & Health or Sickness, Life, Med Supp/Long Term Care, a Broker’s license, and a Motor Club license issued by the Agent Services Division; and

WHEREAS, N.C.G.S. § 58-33-85(a) provides, in pertinent part, that: “No insurer, agent, broker or limited representative shall knowingly charge, demand or receive a premium for any policy of insurance except in accordance with the applicable filing approved by the Commissioner. No insurer, agent, broker or limited representative shall pay, allow, or give, or offer to pay, allow, or give, directly or indirectly, as an inducement to insurance, or after insurance has been effected, any rebate, discount, abatement, credit, or reduction of the premium named in a policy of insurance, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy of insurance;” and

WHEREAS, N.C.G.S. § 58-33-105 prohibits “any agent, examining physician, applicant, or other person” from “knowingly or willfully make any false or fraudulent statement or representation in or with reference to any application for insurance,” or “mak[ing] any such statement for the purpose of obtaining any fee, commission, money or benefit from any company engaged in the business of insurance in this State,” and provides that violators of this provision shall be found guilty of a Class 1 misdemeanor; and

WHEREAS, N.C.G.S. § 58-33-46(a)(2) provides that an agent’s license may be suspended or revoked for “Violating any insurance law of this or any other state, violating any

administrative rule, subpoena, or order of the Commissioner or of another state's insurance regulator, or violating any rule of the FINRA"; and

WHEREAS, N.C.G.S. § 58-33-46(a)(5) provides that an agent's license may be suspended or revoked for "Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance"; and

WHEREAS, N.C.G.S. § 58-33-46(a)(8) provides that an agent's license may be suspended or revoked for "Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere"; and

WHEREAS, Mr. Lewis was employed as a Licensed Sales Producer ["LSP"] at the Wilmington office of former Exclusive Allstate Agent ["EA"] Will Brown before purchasing Brown's book of business and becoming an EA in September 2017. Effective May 11, 2021, Allstate terminated Mr. Lewis for cause after conducting a compliance audit of Mr. Lewis' agency. Pursuant to N.C.G.S. § 58-33-56(b), Allstate notified the Department that it had terminated Mr. Lewis for cause due to "falsification of documentation"; and

WHEREAS, Allstate subsequently provided the Department with supporting documentation of an Allstate compliance audit of new business written at Mr. Lewis' Wilmington office from 1/1/20 through 10/31/20 which revealed, in pertinent part, that: (1) two fictitious bank accounts were used to enroll at least 23 customers' policies in EZ Pay and to apply the EZ Pay discount, (2) that the EZ Pay enrollments for those policies failed because the two bank account numbers were invalid, and (3) Mr. Lewis' Agent ID and LSP Michael Fran Moore's NTID were associated with the 23 policies. In order for a customer to receive the EZ Pay discount, the customer must agree to allow Allstate to draft their premium payment from the customer's bank account; and

WHEREAS, Mr. Lewis admitted having used fictitious bank account information to enroll customers in EZ Pay during a recorded interview with an Allstate compliance consultant and admitted having done so since he worked as an LSP for former EA Brown. Mr. Lewis also claimed that he was trained to use fictitious bank account information by EA Brown's former Office Manager (former LSP Robert Jones), who provided him with bank account information from a closed bank account that once belonged to Jones. Mr. Lewis further asserted that Mr. Jones led him to believe that such practice was acceptable to Allstate; and

WHEREAS, in a written response to Agent Services Division's request for a written explanation of the circumstances leading to his termination, Mr. Lewis admitted having entered fake bank account numbers on customers' automobile insurance applications in order to qualify the customers for EZ Pay discounts. Mr. Lewis asserted that he began this practice as a producer at the Allstate agency he acquired in September 2017 after he acquired the agency and the Office Manager at that location (former LSP Robert Jones) informed him that this was an ongoing agency practice that was "fine to do." Mr. Lewis further asserted that Mr. Jones also trained the other agents working at his agency to use one of his old bank account and routing numbers to engage in this practice; and

WHEREAS, Mr. Lewis asserts that he would never have engaged in this practice but for the encouragement of Mr. Jones, that he terminated Mr. Jones in August 2020, and that he decided to stop this practice at his agency after he terminated Mr. Jones; and

WHEREAS, Mr. Lewis violated N.C.G.S. § 58-33-85(a) and 58-33-105 by entering fake bank account numbers on customers' automobile insurance applications in order to qualify the customers for EZPay discounts with Allstate, thereby lowering the customers' premiums. Thus, grounds exist to take disciplinary action against Mr. Lewis' license under N.C.G.S. § 58-33-46(a)(2), (5), & (8); and

WHEREAS, Mr. Lewis has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this administrative matter against Mr. Lewis; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from any investigations that may be undertaken by the Department's Criminal Investigation Division for violations of criminal laws; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Agent Services Division initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Mr. Lewis and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Lewis shall pay a civil penalty of \$2,500.00 to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Lewis shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **November 1, 2021**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Mr. Lewis or in any other complaints involving Mr. Lewis.
3. Mr. Lewis enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Lewis understands he may consult with an attorney prior to entering into this Agreement.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Lewis understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to Mr. Lewis shall reflect that Regulatory Action has been taken against him. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the N C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulator.

N. C. Department of Insurance


By: Benjamin Lewis
License No. 806700


By: Angela Hatchell
Deputy Commissioner
Agent Services Division

Date: 10/26/21

Date: 11/2/2021