

**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 ASHLEIGH POWELL
LICENSE NO. 18550334**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Ashleigh Powell (hereinafter “Ms. Powell”) 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, Ms. Powell currently holds a resident producer’s license with authority for Property and Casualty lines of insurance which was first issued by the Agent Services Division in October 2017; and

WHEREAS, Ms. Powell was employed as an agent with the Agency from approximately August 2017 to July 2020; and

WHEREAS, Agent Services received notification from Nationwide Insurance regarding its termination for cause of Ashton Loyd, Corrine Meyers, and Charlotte Kincaid, all former agents and employees of the Agency, for having fraudulently issued or caused to be issued numerous certificates of insurance containing false information while working at the Agency; and

WHEREAS, Agent Services conducted a target audit of the Agency between April 8 and November 23, 2020. During the audit, Agent Services uncovered five certificates of insurance that had been issued by Ms. Powell (then going by and signing her name as Ashleigh Powell) between the period of February 6, 2018 and October 16, 2018 which contained fictitious information, including coverages on policies that had been issued but which did not include those insureds or coverages listed on the certificates. The certificates had been issued to customers for the purpose of providing them with proof of insurance and included four certificates of insurance issued to Trianon Condominiums on 2/6/18, 8/30/18, 9/7/18, and 10/16/18, as well as a certificate of insurance issued to Gavin and Lorna Arsenault on 7/20/18 for a personal auto policy that only included Lorna Arsenault as a named insured; and

WHEREAS, in a November 24, 2020 written response to Agent Services' November 23, 2020 e-mail request for an explanation regarding two of the false certificates of insurance that Ms. Powell issued (a certificate for a commercial general liability policy issued on 2/6/18 to Trianon Condominiums which listed a policy number for a nonexistent policy and the certificate of insurance issued to the Arsenaults, Ms. Powell explained that she issued those certificates at the direction of Mr. Loyd and that based on her recollection: (1) she changed the effective dates on an existing certificate of insurance for Trianon Condominiums' existing commercial general liability policy and used the same policy number while the Agency allegedly waited for the impending renewal of that policy and (2) she typed in the false information for a personal auto policy on the certificate of insurance for the Arsenaults' auto policy because Mr. Loyd told her that the Arsenaults would also need proof of personal auto insurance; and

WHEREAS, in her November 24, 2020 written response and during a March 12, 2021 informal conference with Agent Services, Ms. Powell explained that her job at Griffin Insurance was her first insurance position and that after about a year she was transferred to work in the Agency's commercial section under the supervision of Mr. Loyd, who was then an agent and part owner of the Agency.

WHEREAS, Ms. Powell further asserted that after she became licensed as an agent she was mainly responsible for preparing certificates of insurance and was trained and supervised by Mr. Loyd who assumed supervisory authority over her in the preparation and issuance of certificates of insurance. Ms. Powell also asserted that while working under the supervision of Mr. Loyd: (1) she prepared and issued certificates of insurance at Mr. Loyd's direction and provided customer support, (2) she only prepared and issued certificates of insurance containing false information (including the entry of additional insureds on the certificates of insurance which had not actually been added to the policy) when Mr. Loyd specifically directed her to do so, and (3) the commercial section issued about 5 certificates of insurance a day. Ms. Powell further asserted that she followed Mr. Loyd's instructions in preparing the certificates of insurance containing false information since she attended the same church as Mr. Loyd. However, Ms. Powell submits that she now understands how wrong she was to prepare any certificates of insurance containing false information as directed by Mr. Loyd and acknowledges that she should have realized that this was wrong when she prepared the certificates of insurance; and

WHEREAS, Ms. Powell informed Agent Services during the informal conference that she was transferred from the Agency's commercial division to work in the Agency's corporate office in March 2019 before being transferred to work at the affiliated agency of First Choice in July 2020. In her current position with First Choice, Ms. Powell does not issue certificates of insurance and instead handles mail and billing, services policies, and sets up accounts for agents to quote; and

WHEREAS, Ms. Powell's issuance of fraudulent insurance certificates under the direction of Mr. Loyd was in violation of N.C.G.S. § 58-3-150(f), which prohibits any person from "knowingly prepar[ing], issu[ing], request[ing], or require[ing] a certificate of insurance that...(2) Contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference." N.C. Gen. Stat. § 58-3-150(f)(2); and

WHEREAS, Ms. Powell's issuance of fraudulent insurance certificates constitutes grounds for Agent Services to take disciplinary action against her license pursuant to N.C.G.S. § 58-33-46(a)(2) for her violations of N.C.G.S. § 58-3-150(f)(2), N.C.G.S. § 58-33-46(a)(5) for having intentionally misrepresented the terms of an actual or proposed insurance contract or application for insurance, and N.C.G.S. § 58-33-46(a)(8) for having used fraudulent, coercive, or dishonest practices and demonstrated incompetence and untrustworthiness in the conduct of business in this State; and

WHEREAS, Ms. Powell has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of herself by entering into this Voluntary Settlement Agreement and paying a monetary penalty in the amount of \$1,500.00, and the Agent Services Division has agreed in return not to pursue additional civil penalties, sanctions, remedies, or restitution based on this administrative matter against Ms. Powell; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations 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, Ms. Powell and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Powell shall pay a civil penalty of **\$1,500.00** 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." Ms. Powell 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 **August 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 Ms. Powell or in any other complaints involving Ms. Powell.
3. Ms. Powell enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Powell 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. Ms. Powell 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 Ms. Powell 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: Ashleigh Powell
License No. 18550334


By: Angela Hatchell
Deputy Commissioner
Agent Services Division

Date: 07/20/2021

Date: 7/29/2021