

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**IN THE MATTER OF
THE LICENSURE OF
ROBERT CLARK
NPN: 18789794**

**BEFORE THE COMMISSIONER
OF INSURANCE**

RECEIVED IN AGENT SERVICES A.S. - N.C.D.O.I.	
JAN 13 2025	
CHECK NO.	[REDACTED]
CHECK AMT.	\$1,000.00
PROCESSOR	[REDACTED]

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Robert Clark (hereinafter "Mr. Clark") and the Agent Services Division of the N.C. 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 insurance agencies; and

WHEREAS, Mr. Clark currently holds a resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance and a Medicare Supplement Long-Term Care insurance license issued by the Agent Services Division; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(5) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance; and

WHEREAS, Mr. Clark represented that he took an application on January 24, 2022 for life insurance at the home of an applicant who had been diagnosed and treated for congestive heart failure, amputation of his lower leg below the knee and chronic kidney disease sometime in 2020. The wife of the applicant indicated that Mr. Clark took the application over the phone and stated that Mr. Clark was never present at the home. Questions on the application regarding these and other health conditions were answered in the negative creating some questions as to the answers, especially since the applicant had part of his lower leg below the knee amputated. Mr. Clark indicated that he signed the application electronically with the approval of the applicant. The applicant passed away on August 25, 2023; and

WHEREAS, because of conflicting statements of Mr. Clark and the wife of the applicant, it has been alleged that Mr. Clark knowingly, and with intent to defraud, submitted an application for insurance containing materially false and misleading information, a violation of the provisions of N.C. Gen. Stat. § 58-33-46(a)(5); and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(10) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC for forging another's name to an application for insurance or to any document related to an insurance transaction: and

WHEREAS, because of the conflicting statements of Mr. Clark and the wife of the applicant with respect to his presence at the home at the time of taking the application influencing Mr. Clark's credibility, it has been alleged that Mr. Clark knowingly forged the applicant's signature on the application for insurance, a violation of the provisions of N.C. Gen. Stat. § 58-33-46(a)(10); and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC 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, it appears that Mr. Clark, by his actions, has violated the provisions of N.C. Gen. Stats. §§ 58-33-46(a)(5)(8) and (10); and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina 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 regulator;

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate "a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution"; and

WHEREAS, Mr. Clark has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Clark; and


WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent 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. Clark and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Clark shall pay a civil penalty of **\$1,000.00** to the Agent Services Division. 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. Clark shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **December 27, 2024**. 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 Agent Services Division's disciplinary power in any future examination of Mr. Clark or in any other complaints involving Mr. Clark.
3. Mr. Clark 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. Clark 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. Clark understands that N.C.G.S. § 58-33-46(a)(2) provides that an agent'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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Department to Mr. Clark shall reflect that Regulatory Action has been taken against him. The Agent Services Division 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 Agent Services Division, upon request, will routinely provide a copy of the 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 Agent Services Division has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The Agent Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulator.

**N. C. Department of Insurance
Agent Services Division**


By: Robert Clark
NPN: 18789794


By: Joe Wall
Deputy Commissioner

Date: 02-07-2025

Date: 1/13/2025