

**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  
KEITH W. HILLER  
LICENSE NO. 0001154075**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Keith W. Hiller (hereinafter "Mr. Hiller") 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. Hiller currently holds a resident producer's license with authority for Life, Accident and Health or Sickness, Property and Casualty lines of insurance and Variable Life and Variable Annuity contracts issued by the Agent Services Division; and

**WHEREAS**, Mr. Hiller is the former President of Hiller Ringeman Insurance Agency, Inc. and current Vice-President of Relation Insurance Services Select, Inc., dba Hiller Ringeman Insurance (hereinafter "Hiller-Ringeman"); Relation Insurance Services Select, Inc. holds a Corporation (business entity) license issued by the Agent Services Division; and

**WHEREAS**, an agency review was conducted by Department investigators at the Mocksville, NC office of Hiller-Ringeman on May 16 and June 24, 2022 to verify that all agency employees are appropriately licensed, to audit the agency's financials, and to randomly review files to verify proper underwriting; and

**WHEREAS**, the review was initiated by an anonymous allegation sent to the Agent Services Division, presumably by a former employee, that the agency was reviewing current homeowners' policies and re-running credit reports. If premiums were able to be reduced because of an improvement in credit score, it was alleged that the agency would add additional coverages to the policies without the insured's knowledge and prior consent instead of giving the insureds the option of receiving the entire credit as a refund; and

**WHEREAS**, Department investigators contacted Mr. Hiller on May 13, 2022 regarding the complaint. Mr. Hiller advised that there was a team of retention agents reviewing policies and conducting "credit refreshes." One member of the retention team indicated that the agency did not speak to the insureds before adding the additional coverages to the policies, but would attempt to contact the insured after the coverage was added; and

**WHEREAS**, Department investigators reviewed fourteen (14) homeowners' policies wherein coverage had been changed without the prior consent of the insured; and

**WHEREAS**, the agency filed a corrective action plan with the Agent Services Division on December 15, 2022 setting forth actions taken and/or to be taken to prevent future occurrences of the violations set forth herein; 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**, 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. Hiller in overseeing the retention teams actions in not obtaining prior consent for policy changes was in violation of the provisions of N.C. Gen. Stats. §§ 58-33-46(a)(5) and (8); 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. Hiller 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. Hiller; 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. Hiller and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Hiller shall pay a civil penalty of **\$2,000.00** 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. Hiller 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 **March 06, 2023**. 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. Hiller or in any other complaints involving Mr. Hiller.
3. Mr. Hiller enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. Mr. Hiller understands it 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. Hiller understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity 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, any and all licenses issued by the Department to Mr. Hiller shall reflect that Regulatory Action has been taken against it. 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: Keith W. Hiller  
License No. 0001154075

Date: 3/3/23

  
By: Angela Hatchell  
Deputy Commissioner

Date: 3/7/2023