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**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 CHRISTOPHER McCRAY
NPN: 18487724**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Benjamin Christopher McCray (hereinafter "Mr. McCray") 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 agencies; and

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

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, Mr. McCray, in the U.S. District Court, Western District of North Carolina, on April 13, 2000 in Docket No. 3:00CR6-06-T, pled guilty and was convicted of two (2) counts of making a false, fictitious or fraudulent statement or representation in a matter within the jurisdiction of the U.S. government, and aiding and abetting, in violation of Title 18 of the U.S. Code, Section 1001 and 2, felonies. Mr. McCray was placed on probation for thirty-six months, required to pay a special assessment of \$20.00 and ordered to pay restitution of \$12,633.64. On February 28, 2023 and August 26, 2023, Mr. McCray submitted applications to the Louisiana Department of Insurance for licensure and answered "No" to questions thereon regarding prior felony convictions and therefore provided incorrect, misleading, incomplete or materially false information on his application, violations of Louisiana insurance law and was fined in the amount of \$250.00 effective September 27, 2023; and

WHEREAS, Mr. McCray did not report the Louisiana Department of Insurance administrative action within 30 days after the final disposition of that matter and therefore was in violation of the provisions of North Carolina General Statute § 58-33-32(k); 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; and

WHEREAS, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

WHEREAS, Mr. McCray 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 civil ramifications, including penalties, sanctions, remedies, or restitution based on this matter against Mr. McCray; 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. McCray and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. McCray shall pay a civil penalty of **\$250.00** 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 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 **February 29, 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. McCray or in any other complaints involving Mr. McCray.
3. Mr. McCray 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. McCray 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. McCray 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agents Services Division to Mr. McCray 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 provide a copy of the voluntary settlement agreement to 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 regulators.

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



By: Benjamin Christopher McCray
NPN: 18487724



By: Joe Wall
Deputy Commissioner

Date: 4/25/2024

Date: 5/7/2024