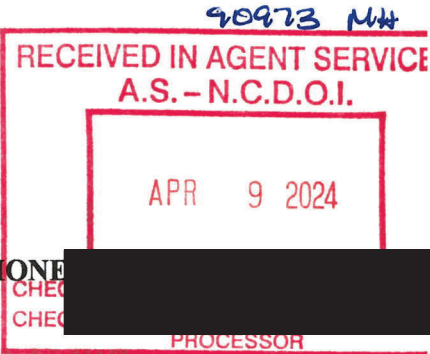


**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**



**IN THE MATTER OF THE LICENSURE  
OF ROBERT WEEMHOFF**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**LICENSE NO. 17681065**

**NOW COMES** Robert Weemhoff (hereinafter "Mr. Weemhoff") and the Agent Services Division (hereinafter "Agent Services Division") of the North Carolina Department of Insurance (hereinafter, "Department"), hereby voluntarily and knowingly enter into this Voluntary Settlement Agreement (hereinafter "this Agreement").

**WHEREAS**, the Department has the authority and responsibility for the enforcement of the insurance laws of the State of North Carolina and for regulating and licensing insurance agents; and

**WHEREAS**, Mr. Weemhoff currently holds a resident insurance producer license with lines of authority in life insurance; and

**WHEREAS**, North Carolina General Statutes § 58-33-46 (a)(2) provides that the N.C. Commissioner of Insurance (hereinafter "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 insurance regulator or violating any rule of the FINRA; and

**WHEREAS**, North Carolina General Statutes § 58-33-46 (a)(8) provides that the Department may place on probation, suspend, revoke, or refuse to renew a license if a licensee uses fraudulent, coercive, or dishonest practices, or demonstrates incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this State or elsewhere; and

**WHEREAS**, North Carolina General Statutes § 58-33-46 (a)(10) provides that the Department may place on probation, suspend, revoke, or refuse to renew a license if a licensee forges another's name on an application for insurance or to any document related to an insurance transaction; and

**WHEREAS**, North Carolina General Statutes § 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**, on June 22, 2020, Mr. Weemhoff executed a contract with Royal Neighbors of America (hereinafter "RNA"). The RNA contract stipulates that an applicant is required to electronically sign an application by personally clicking a button within the application. At time of contract, RNA informed Mr. Weemhoff that it is fraud if anyone, other than the applicant, signs an electronic application. The applicant's electronic signature verifies the contents of the application and authorize its submission; and

**WHEREAS**, on June 29, 2021, Mr. Weemhoff, not the applicant, clicked a button to electronically sign the applicant's application and submit it to RNA. Mr. Weemhoff performed this action at the request of applicant; and

**WHEREAS**, on June 29, 2021, prior to Mr. Weemhoff clicking the button to electronically sign the applicant's application, Mr. Weemhoff fully explained and read the entirety of the life insurance policy to the applicant with an RNA representative present via telephone; the applicant's wife was physically present with Mr. Weemhoff and the applicant was sitting next to Mr. Weemhoff during the entirety of the visit; and

**WHEREAS**, on April 16, 2023, Mr. Weemhoff admitted he electronically signed the applicant's application, when the applicant was solely authorized to sign the document; and

**WHEREAS**, on June 15, 2023, RNA paid \$20,000.00 to the applicant's beneficiary for payment from the life insurance policy; and

**WHEREAS**, on September 11, 2023, Mr. Weemhoff's RNA appointment was terminated for cause because Mr. Weemhoff knowingly and with intent to defraud, submitted an electronic application with a forged signature; and

**WHEREAS**, Mr. Weemhoff 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 the aforementioned matters against Mr. Weemhoff; and

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

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Weemhoff and the Department hereby agree to the following:


1. Immediately upon the signing of this Agreement, Mr. Weemhoff shall pay a civil penalty of **\$500.00** 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. Weemhoff shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division, 1204 Mail Service Center, Raleigh, NC 27699-1204, along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the North Carolina Department of Insurance no later than **April 12, 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. Weemhoff or in any other complaints involving Mr. Weemhoff.
3. Mr. Weemhoff 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. Weemhoff 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. Weemhoff 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 Agent Services Division to Mr. Weemhoff shall reflect this Regulatory Action 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, routinely will provide a copy of the voluntary settlement agreement to companies that have appointed Mr. Weemhoff.
6. 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.
7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

**(SIGNATURE PAGE FOLLOWS)**

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



**By: Robert Weemhoff  
License No. 17681065**

**Date:** 04 / 02 / 2024



**By: Joe Wall  
Deputy Commissioner**

**Date:** 4 / 9 / 2024