

**STATE OF MICHIGAN**  
**DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES**  
**Before the Director of the Department of Insurance and Financial Services**

In the matter of

**Kevin Bullock**

**Enforcement Case No. 24-17688**

System ID No. 0846147

Respondent.

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**ISSUED AND ENTERED**

**November 8, 2024**

**by Joseph A. Garcia**

**Special Deputy Director and General Counsel**

**FINAL DECISION**

**I. INTRODUCTION**

This case concerns allegations that Kevin Bullock (“Respondent”) made false or fraudulent statements on or relative to insurance policies in violation of Chapter 20 of the Michigan Insurance Code (the “Code”). Respondent was licensed by the Department of Insurance and Financial Services (“DIFS”) as a resident insurance producer. His license was cancelled on October 1, 2022, for failure to comply with continuing education requirements. This enforcement case now proceeds under Section 1239(7) of the Code, MCL 500.1239(7), which states:

[T]he director may enforce the provisions of and impose any penalty or remedy authorized by this act against a person that is under investigation for or charged with a violation of this act even if the person's license or registration has been surrendered or has lapsed by operation of law.

On June 3, 2024, DIFS staff issued to Respondent a Notice of Opportunity to Show Compliance detailing the allegations and providing the Respondent with an opportunity to respond to those allegations. Respondent did not avail himself of this opportunity and compliance was not otherwise shown.

On August 19, 2024, DIFS issued to the Respondent an Administrative Complaint and statement of factual allegations (referenced together as the “Complaint”) offering the Respondent an opportunity to participate in a formal administrative hearing regarding the alleged misconduct. The Complaint contained a section headed “Opportunity for Hearing,” which stated the following:

SHOULD YOU WISH TO REQUEST AN ADMINISTRATIVE HEARING AS DESCRIBED ABOVE, YOU MUST DO SO BY FILING A REQUEST FOR HEARING WITHIN TWENTY-ONE DAYS OF THE DATE OF THIS NOTICE. FAILURE TO REQUEST SUCH A HEARING MAY RESULT IN THE FACTS ASSERTED IN THIS COMPLAINT BEING ACCEPTED AS TRUE BY THE DIRECTOR AND THE IMMEDIATE ISSUANCE OF A FINAL DECISION

IMPOSING SANCTIONS AGAINST YOU WITHOUT FURTHER OPPORTUNITY TO BE HEARD.

Respondent did not submit a request for hearing in the manner specified in the Complaint. Given Respondent's failure to request a hearing, the unchallenged allegations in the Complaint are accepted as true. Based on the Complaint, the Director of DIFS (the "Director") makes the following Findings of Fact and Conclusions of Law.

**II. FINDINGS OF FACT**

The unchallenged factual allegations in the Complaint's Statement of Factual Allegations are accepted as true and restated below.

1. At all relevant times, Respondent was a licensed resident insurance producer with qualifications in life. Respondent's license was terminated on October 1, 2022, for failure to comply with continuing education requirements. The case against Respondent thus proceeds under Section 1239(7) of the Code, MCL 500.1239(7), which allows the Director to impose sanctions on any person who has violated the Code, regardless of whether their license has lapsed or been surrendered.
2. Respondent was appointed with United of Omaha Life Insurance Company ("United of Omaha") on January 24, 2018. On April 29, 2020, United of Omaha cancelled Respondent's appointment for cause.
3. On April 30, 2023, DIFS, Insurance Licensing Regulatory Support Unit, received a letter terminating the appointment of Respondent for cause effective April 29, 2020.
4. Before terminating Respondent's appointment, United of Omaha conducted a review of policies written by Respondent. Numerous discrepancies were found during the review, including addresses on the applications not being registered to the insureds or addresses that did not exist at all, electronic signatures not matching other submitted applications for the same clients, multiple applications being submitted for clients but with different bank account numbers, and some applications listing no beneficiary name or listing a beneficiary that United of Omaha was not able to confirm as a family member. Several of the policies were either cancelled by the customers or returned marked unpaid/insufficient funds.
5. On or about March 20, 2020, Respondent submitted, with authorization, a life insurance policy for an individual referenced herein as "AT." The monthly premium was \$57.45 and was issued to be paid through an automated bank account withdrawal through PNC Bank.
6. On or about March 30, 2020, Respondent submitted an additional life insurance policy for AT without authorization. The monthly premium was \$101.99 and was issued to be paid through an automated bank account withdrawal through Bank of America.
7. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:

- a. Different addresses were used on the applications submitted for AT.
  - b. Different bank accounts were used on the applications submitted for AT. The Bank of America bank account was also listed as the bank account on a separate application for an individual referenced herein as "NB," and there was an inability to confirm a familial relation between AT and NB.
8. On May 8, 2023, DIFS staff interviewed AT via phone and obtained the following information:
  - a. AT reported that she did not recognize the address listed on the second application (BU2771347).
  - b. AT stated that she is familiar with United of Omaha and has a current life insurance policy.
  - c. AT explained that she did not know Respondent before inquiring about a life insurance policy, but she met with Respondent in March 2020.
  - d. AT reported that she signed and authorized the submission of one life insurance policy in person via Respondent's iPad.
  - e. AT stated that she only authorized the submission of one policy in March, and any other policy submitted in her name was falsified.
  - f. AT explained that she has always used PNC Bank and denied having an account with Bank of America.
9. On or about February 27, 2020, Respondent submitted a life insurance policy, with authorization, for an individual referenced herein as "CB." The monthly premium was \$154.43 and was issued to be paid through an automated bank account withdrawal through Chief Financial Credit Union.
10. On or about April 16, 2020, Respondent submitted a life insurance policy for CB without authorization. The monthly premium was \$220.54 and was issued to be paid through an automated bank account withdrawal through Lake Michigan Credit Union.
11. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:
  - a. The signatures between the two CB policies were inconsistent with one showing a signature and the other showing initials.
  - b. Different bank accounts were used on the applications.
  - c. The second policy, BU2784607, lapsed due to no initial BSP payment as initial premium payment returned marked unpaid.
  - d. The first policy, BU2743030, was cancelled per client's request. The client indicated that the policy was too expensive.

12. On April 26, 2023, DIFS staff interviewed CB via phone.
  - a. CB reported that she did not recognize the address or phone number listed on the second application (BU2783607).
  - b. CB stated that she was familiar with United of Omaha and inquired about a life insurance policy in the beginning of 2020.
  - c. CB explained that she discussed the policy over the phone with a male agent.
  - d. CB reported that she purchased a life insurance policy through United of Omaha but let it lapse due to a discrepancy about the payment being automatically taken from her bank account. CB stated that she did not like how the discrepancy was handled.
  - e. CB stated that she received the application in the mail, signed it, and mailed the paperwork back.
  - f. CB explained that she utilized Chief Financial Credit Union.
  - g. CB reported that she only had one policy in her name, and it was no longer valid.
  - h. CB stated that she did not authorize submission of two policies in 2020 and confirmed it was only one that was authorized.
13. On or about January 17, 2020, Respondent submitted a life insurance policy, with authorization, for an individual referenced herein as "GJ." The monthly premium was \$169.96 and was issued to be paid through an automated bank account withdrawal through Citizens Bank.
14. On or about April 9, 2020, Respondent submitted an additional life insurance policy for GJ without authorization. The monthly Premium was \$329.05 and was issued to be paid through an automated bank account withdrawal through Flagstar.
15. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:
  - a. Different bank accounts were used on the GJ applications.
  - b. It suspected that Respondent impersonated GJ on an underwriting interview.
  - c. The signatures between the two policies were inconsistent with one showing a signature and the other showing initials.
  - d. GJ did not authorize the second application (BU2781116).
  - e. The first policy, BU2781116, was withdrawn per client request on April 14, 2020.
  - f. On January 30, 2022, GJ called United of Omaha to cancel BU2706261, but on February 3, 2020, Respondent called United of Omaha to advise that GJ wished to retain the policy. On

February 10, 2020, GJ called United of Omaha to advise she did not want the policy, and GJ was refunded one month of the premium.

16. On or about May 5, 2020, DIFS staff received an investigation summary from United of Omaha that contained the following information.
  - a. On April 14, 2020, an underwriting interview took place where it appeared that a male was impersonating the insured, GJ. During the call, the person quickly answered questions and stated she was getting over a cold, and her voice was a little hoarse.
  - b. The payment authorization for BU2781116 showed a bank account linked to another client's application, and no relation was able to be determined.
  - c. On April 14, 2020, GJ contacted customer service and advised she received a call from United of Omaha to conduct a phone interview. GJ reported that she did not have a new policy and was not aware of a new application submitted for coverage. GJ stated that she remembered applying a few months ago but had already cancelled that policy.
  - d. When comparing the two calls received on April 14, 2020, the voices were not similar in nature.
17. On or about January 30, 2020, Respondent submitted a life insurance policy, with authorization, for an individual referenced herein as "KK." The monthly premium was \$128.48 and was issued to be paid through an automated bank account withdrawal through PNC Bank.
18. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:
  - a. The electronic signature found on the KK application was suspicious.
  - b. The BSP form was written, and the signature is not consistent with the application.
  - c. The policy remained active until KK's passing on June 20, 2022.
19. On or about March 20, 2020, Respondent submitted a life insurance policy for LD with authorization. The monthly premium was \$59.53 and was issued to be paid through an automated bank account withdrawal through PNC Bank.
20. On or about March 25, 2020, Respondent submitted a second life insurance policy for LD without authorization. The monthly premium was \$172.19 and was issued to be paid through an automated bank account withdrawal through DMCU.
21. On or about April 9, 2020, Respondent submitted a third life insurance policy for LD without authorization. The monthly premium was \$313.33 and was issued to be paid through an automated bank account withdrawal through Flagstar.
22. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:

- a. The address on the third LD policy is not registered to the insured.
  - b. The signatures between the policies were inconsistent with some showing a signature and others showing initials.
  - c. The first policy, BU2763621, is still active.
  - d. The second policy, BU2767548, was cancelled as initial payment was returned marked insufficient funds.
  - e. The third policy, BU2780667, was cancelled per LD's request.
23. On May 11, 2023, DIFS staff interviewed LD via phone.
- a. LD reported that he did not recognize the address listed on BU2780667.
  - b. LD stated that he is familiar with United of Omaha and Respondent.
  - c. LD explained that he met with Respondent in person around March 2020 and signed the application on Respondent's iPad.
  - d. LD reported that he only agreed to one policy, not three, and was unaware of the other two policies being submitted.
  - e. LD stated that he utilized PNC Bank.
  - f. LD explained that he has children but denied his son's name is LD.
24. On or about September 10, 2019, Respondent submitted a life insurance policy, with authorization, for an individual referenced herein as "LY." The monthly premium was \$113.96 and was issued to be paid through an automated bank account withdrawal through Chase.
25. On or about January 8, 2020, Respondent submitted a second life insurance policy for LY without authorization. The monthly premium was \$136.11 and was issued to be paid through an automated bank account withdrawal through Chase.
26. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:
- a. The two electronic applications for LY show different beneficiaries and the electronic signatures do not match.
  - b. The same bank account was used for the payment, but different account numbers were used.
  - c. Both policies terminated due to lack of initial premium payment received.

27. On or about January 7, 2020, Respondent submitted a life insurance policy, with authorization, for NB. The monthly premium was \$99.85 and was issued to be paid through an automated bank account withdrawal through Bank of America.
28. On or about February 19, 2020. Respondent submitted an additional life insurance policy without authorization for NB containing false information.
29. On May 3, 2023, United of Omaha replied to an email from DIFS staff as follows:
  - a. NB is the Respondent's mother and Respondent failed to disclose that information on the producer statement form.
  - b. The bank account listed on both policies is also listed on AT's policies and United of Omaha was unable to confirm a familial relationship between the individuals.
  - c. The third policy, BU2734911, was cancelled as initial payment returned marked insufficient funds.
  - d. The second policy, BU2696616, lapsed due to premium payment marked authorization cancelled.
30. On or about February 10, 2020, Respondent submitted a life insurance policy, with authorization, for an individual referenced herein as "PL." The monthly premium was \$67.35 and was issued to be paid through an automated bank account through Bank of America.
31. On or about March 2, 2020, Respondent submitted a second life insurance policy for PL without authorization. The monthly premium was \$128.50 and was issued to be paid through an automated bank account through Chase.
32. On or about April 8, 2020, Respondent submitted a third life insurance policy for PL without authorization. The monthly premium was \$231.01 and was issued to be paid through an automated bank account through Flagstar.
33. On May 3, 2023, United of Omaha Insurance Company replied to an email from DIFS staff, as follows:
  - a. Different bank accounts were used for each PL application.
  - b. The address on the second and third policies were not registered to the insured nor is a home or structure on the property.
  - c. Signature discrepancies were found between the three applications.
  - d. The second policy, BU2725850, was cancelled due to initial payment returned marked insufficient funds.

- e. The Respondent called regarding BU2745477 to cancel the policy due to rewriting the electronic application per new bank info and changing the effective date. The initial premium payment was returned marked unpaid.
  - f. The third policy, BU2779771, lapsed due to initial payment premium returned marked unpaid.
34. On June 15, 2023, Respondent replied to an email from DIFS staff, as follows:
- a. Respondent reported he “hasn’t sold life insurance, nor has he been licensed to sell life insurance in almost four years.”
  - b. Respondent stated that he does not remember the deals mentioned by DIFS staff.
35. On June 3, 2024, DIFS staff issued a Notice of Opportunity to Show Compliance to Respondent at his mailing address on record, which he is required to keep current pursuant to the Code. Respondent has not responded to the Notice of Opportunity to Show Compliance.

### III. CONCLUSIONS OF LAW

The unchallenged conclusions of law contained in paragraphs 36 through 43 of the Complaint’s Statement of Factual Allegations are accepted as true and restated below.

1. Section 1244(1) of the Code, MCL 500.1244(1), provides:
  - (1) If the director finds that a person has violated this chapter, after an opportunity for a hearing under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, the director shall reduce the findings and decision to writing and shall issue and cause to be served on the person charged with the violation a copy of the findings and an order requiring the person to cease and desist from the violation. In addition, the director may order any of the following:
    - (a) Payment of a civil fine of not more than \$1,000.00 for each violation. However, if the person knew or reasonably should have known that he or she was in violation of this chapter, the director may order the payment of a civil fine of not more than \$5,000.00 for each violation. An order of the director under this subsection must not require the payment of civil fines exceeding \$50,000.00. A fine collected under this subdivision must be turned over to the state treasurer and credited to the general fund of this state.
    - (b) A refund of any overcharges.
    - (c) That restitution be made to the insured or other claimant to cover incurred losses, damages, or other harm attributable to the acts of the person found to be in violation of this chapter.
    - (d) The suspension or revocation of the person's license.



2. Section 2038(1) of the Code, MCL 500.2038(1), provides:

(1) If, after opportunity for a hearing held under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, the director determines that the person complained of has engaged in methods of competition or unfair or deceptive acts or practices prohibited by sections 2001 to 2050, the director shall reduce his or her findings and decision to writing and shall issue and cause to be served on the person charged with the violation a copy of the findings and an order requiring the person to cease and desist from engaging in that method of competition, act, or practice. The director may also order any of the following:

(a) Payment of a monetary penalty of not more than \$1,000.00 for each violation but not to exceed an aggregate penalty of \$10,000.00, unless the person knew or reasonably should have known he was in violation of this chapter, in which case the penalty must not be more than \$5,000.00 for each violation and must not exceed an aggregate penalty of \$50,000.00 for all violations committed in a 6-month period.

(b) Suspension or revocation of the person's license or certificate of authority if the person knowingly and persistently violated a provision of this chapter.

(c) Refund of any overcharges.

3. As a licensee, Respondent knew or had reason to know that Section 2018 of the Code, MCL 500.2018, provides that “[a]n unfair method of competition and an unfair or deceptive act or practice in the business of insurance include making false or fraudulent statements or representations on or relative to an application for an insurance policy for the purpose of obtaining a fee, commission, money, or other benefit from an insurer, agent, broker, or individual.” By making false or fraudulent statements or representations on or relative to applications for insurance policies, as set forth above, for the purpose of obtaining a fee, commission, money, or other benefit from United of Omaha, Respondent has committed acts that constitute an unfair method of competition and an unfair or deceptive act or practice in the business of insurance as defined by Section 2018 of the Code.
4. As a licensee, Respondent knew or had reason to know that Section 2003(1) of the Code, MCL 500.2003(1), provides that “[a] person shall not engage in a trade practice that is defined or described in this chapter or is determined under this chapter to be an unfair method of competition or an unfair or deceptive act or practice in the business of insurance.” By engaging in practices that constitute an unfair method of competition and/or deceptive acts or practices in the business of insurance as defined by Section 2018 of the Code, MCL 500.2018, Respondent has violated Section 2003(1) of the Code, MCL 500.2003(1).
5. As a licensee, Respondent knew or had reason to know that Section 1239(1)(f) of the Code, MCL 500.1239(1)(f), provides that the Director may discipline licensees for “[h]aving admitted or been found to have committed any insurance unfair trade practice or fraud.”
6. By knowingly and fraudulently submitting insurance applications with incorrect information and/or without the authorization of the applicant, Respondent has committed an unfair trade practice as

defined by Section 2018 of the Code, MCL 500.2018. Respondent has thus provided justification for sanctions pursuant to Section 1239(1)(f) of the Code, MCL 500.1239(1)(f).


7. As a licensee, Respondent knew or had reason to know that Section 1239(1)(g) of the Code, MCL 500.1239(1)(g), provides that the Director may discipline licensees for “[u]sing fraudulent, coercive, or dishonest practices or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere.”
8. By knowingly and fraudulently submitting insurance applications with incorrect information and/or without the authorization of the applicant, Respondent has used fraudulent, coercive, or dishonest practices or demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Michigan. Respondent has thus provided justification for sanctions pursuant to Section 1239(1)(g) of the Code, MCL 500.1239(1)(g).
9. As a licensee, Respondent knew or had reason to know that Section 1239(2)(e) of the Code, MCL 500.1239(2)(e), provides that the Director may discipline licensees for “[v]iolating any insurance laws or violating any regulation, subpoena, or order of the director or of another state’s insurance commissioner.” By violating Section 2003 of the Code, MCL 500.2003, as described above, Respondent has provided justification for sanctions pursuant to Section 1239(2)(e) of the Code, MCL 500.1239(2)(e).
10. Based upon the actions listed above, and pursuant to Sections 1244 and 2038 of the Code, MCL 500.1244 and 500.2038, Respondent has committed acts that provide justification for the Director to order the payment of a civil fine, the refund of any overcharges, that restitution be made to cover losses, damages, or other harm attributed to Respondent's violation or violations of the Code, and/or other licensing sanctions, including revocation of licensure.

#### IV. ORDER

Therefore, it is **ORDERED** that:

- A. Pursuant to Sections 1244 and 2038 of the Code, MCL 500.1244 and 500.2038, Respondent shall pay a civil fine of \$5,000.00.
- B. Pursuant to Sections 1244 and 2038 of the Code, MCL 500.1244 and 500.2038, Respondent’s insurance producer license (System ID No. 0846147) is **REVOKED**.

Anita G. Fox, Director  
For the Director:

  
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Joseph A. Garcia  
Special Deputy Director and General Counsel