

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

Proceedings by the Commissioner of Banking)	
and Insurance, State of New Jersey, to fine)	CONSENT
A-Plus Public Adjusters, Inc., Reference No.)	ORDER
1570641, and Kirk P. Hewitt, Reference No.)	
1024618)	

To:	A-Plus Public Adjusters Inc.	Kirk P. Hewitt
	1047 Mill Creek Drive	780 Morning Glory Dr.
	Feasterville, PA 19053	Southampton, PA 18966

This matter, having been opened by the Commissioner of Banking and Insurance ("Commissioner"), State of New Jersey, upon information that A-Plus Public Adjusters Inc. ("A-Plus"), currently licensed as a nonresident public adjuster business entity and Kirk P. Hewitt ("Hewitt"), currently licensed as a nonresident public adjuster, pursuant to N.J.S.A. 17:22B-5, may have violated the insurance laws of the State of New Jersey; and

WHEREAS, A-Plus and Hewitt (collectively the "Respondents") are subject to the Public Adjusters' Licensing Act, N.J.S.A. 17:22B-1 to -20, (the "Public Adjusters' Act") and the regulations governing the licensing of public adjusters, N.J.A.C. 11:1-37.1 to -19; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14a(1) and N.J.A.C. 11:1-37.14(a)1 and 2, a public adjuster shall not violate any provision of the insurance law, including any rules promulgated by the Commissioner, or violate any law in the course of his, or its, dealings as a public adjuster; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14a(4) and N.J.A.C.11:1-37.14(a)4, a public adjuster shall not demonstrate his, or its, incompetency, lack of integrity, bad faith, dishonesty, financial irresponsibility or untrustworthiness to act as an adjuster; and

WHEREAS, pursuant to N.J.S.A.17:22B-13f and N.J.A.C. 11:1-37.11(a), no individual, firm, association or corporation licensed under the Public Adjusters' Act shall receive, accept or hold any moneys toward the settlement of a claim for loss or damage on behalf of an insured unless the public adjuster deposits the money in an interest bearing escrow account or trust account in a banking institution or savings and loan association in this State insured by an agency of the federal government; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b) 3iii, the written memorandum or contract between a licensed public adjuster and an insured shall contain the time and date of execution of the contract (day, month, year) by each party; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b) 5ii and iii, the written memorandum or contract between a licensed public adjuster and an insured shall prominently include a section which specifies: (ii) the rights and obligations of the parties if the contract is cancelled at any time; and (iii) the costs to the insured or formula for the calculation of costs to the insured for services rendered in whole or in part; and

WHEREAS, the Respondents entered into a public adjuster contract with New Jersey insured L.H. on or about September 26, 2017 for the adjustment of her insurance claim; and

WHEREAS, on or about January 18, 2018, Respondents received two settlement checks from Trident Claim Management, LLC, which checks were deposited into the A-Plus M&T Bank business checking account, which was not designated as an interest-bearing escrow or

trust account, pursuant to and in violation of N.J.S.A. 17:22B-13f , N.J.S.A. 17:22B-14a(1) and (4), N.J.A.C.11:1-37.11(a) and (b) and N.J.A.C. 11:1-37.14(a)1, 2 and 4; and

WHEREAS, the written public adjuster contract completed for insured L.H. failed to include a time of contract execution, the rights and obligations of the parties if the contract is cancelled at any time, and the costs to the insured or formula used for the calculation of cost to the insured for services rendered in whole or in part, pursuant to and in violation of N.J.S.A. 17:22B-14a(1) and (4), N.J.A.C. 11:1-37.13(b) 3iii, N.J.A.C. 11:1-37.13(b)5ii and iii and N.J.A.C.11:1-37.14(a)1, 2 and 4; and

WHEREAS, the Respondents:

- 1) Have admitted responsibility for the aforementioned violations; and
- 2) Have cooperated with the investigation conducted by the New Jersey Department of Banking and Insurance ("Department"); and
- 3) Have asserted that the violations cited in this Consent Order were not willful; and

WHEREAS, cause does exist under N.J.S.A. 17:22B-17 to impose a fine; and

WHEREAS, the Respondents have waived their right to a hearing on the aforementioned violations and consented to the payment of a fine in the amount of three thousand five hundred dollars (\$3,500.00); and

WHEREAS, this matter should be resolved upon the consent of the parties without resort to a formal hearing;

NOW, THEREFORE, IT IS on this *24th* day of *December*, 2019

ORDERED AND AGREED, that the Respondents pay a fine in the amount of \$3,500.00 to the Department; and

IT IS FURTHER ORDERED AND AGREED, that said fine, shall be paid by certified check, cashier's check or money order made payable to the "State of New Jersey, General Treasury" due immediately upon the execution of this Consent Order by the Respondents; and

IT IS FURTHER ORDERED AND AGREED, that the signed Consent Order, together with the fine payment of \$3,500.00 shall be remitted to;

New Jersey Department of Banking and Insurance
Attention: Virgil Downtin - Chief of Investigations
9th Floor, Consumer Protection Services, Enforcement
P. O. Box 329
Trenton, New Jersey 08625-0329

and

IT IS FURTHER ORDERED AND AGREED, that the provisions of this Consent Order represents a final agency decision and constitutes a final resolution of the violations contained herein; and

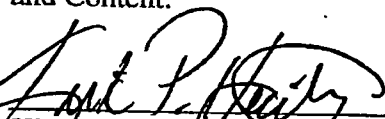
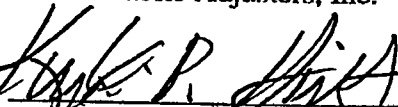
IT IS FURTHER ORDERED AND AGREED, that the Respondents shall cease and desist engaging in the conduct that gave rise to this Consent Order.



Marlene Caride
Commissioner

Consented to as to Form,
Entry and Content:

By:


Kirk P. Hewitt, Owner of
A-Plus Public Adjusters, Inc.
Kirk P. Hewitt, Individually

Date:

12-18-18