



DEPARTMENT OF COMMERCE AND INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

IN RE:)	
)	
REYAN DENISE METCALFE,)	Case No. 171130478C
)	
Respondent.)	

CONSENT ORDER

CHLORA LINDLEY-MYERS, Director of the Missouri Department of Commerce and Insurance, takes up the above matter for consideration and disposition. The Consumer Affairs Division, through Senior Counsel Cheryl C. Nield, and Respondent Reyan Denise Metcalfe have reached a settlement in this matter and have agreed to the issuance of this Consent Order.

1. Chlora Lindley-Myers is the duly appointed Director of the Missouri Department of Commerce and Insurance (“Director” of the “Department”) whose duties, pursuant to Chapters 374 and 375,¹ include the supervision, regulation, and discipline of

¹ All statutory references are to the 2016 Missouri Revised Statutes, unless otherwise noted.

insurance producers.

2. The Consumer Affairs Division (“Division”) of the Department has the duty of conducting investigations into the unfair or unlawful acts of insurance producers pursuant to the insurance laws of Missouri, and has been authorized by the Director to investigate and initiate actions before the Director and the Administrative Hearing Commission to enforce the insurance laws of Missouri, including insurance producer license discipline.

3. Reyan Denise Metcalfe (“Metcalfe”) is a Missouri resident with a residential, business, and mailing address of record of 8331 Sunbury Avenue, St. Louis, Missouri 63136-1335.

4. On December 16, 2011, the Department of Insurance, Financial Institutions and Professional Registration² issued Metcalfe a resident insurance producer license (number 8087464), which was periodically renewed until it expired on December 16, 2017.

5. On May 12, 2016, Metcalfe submitted a life insurance policy application to Royal Neighbors of America, an Illinois fraternal benefit society (“Royal Neighbors”), purportedly on behalf of J.B.³ The application listed a brother named Allen as the policy beneficiary and requested automatic payments from an account at U.S. Bank. The application indicated it was “VoiceSigned By” J.B. that same day.

² The Department of Insurance, Financial Institutions and Professional Registration is the predecessor agency to the Missouri Department of Commerce and Insurance. *See* Executive Order 19-02.

³ Consumers’ identities are protected by the use of initials.

6. When Royal Neighbors attempted to debit the purported U.S. Bank account of J.B., the bank rejected the transaction, stating “NO ACCOUNT/UNABLE TO LOCATE ACCOUNT[.]”

7. On January 24, 2017, Division Special Investigator Jodi Lehman (“Special Investigator Lehman”) contacted J.B. by phone to inquire about the policy application that Metcalfe had submitted purportedly on J.B.’s behalf. J.B. was surprised to learn that an insurance transaction had been initiated in his name, and responded that he had never spoken to Metcalfe, did not have a brother by the name of Allen, and did not have a bank account.

8. On May 13, 2016, Metcalfe submitted a life insurance policy application to Royal Neighbors, purportedly on behalf of I.K. The application listed a sister named Tisha as the policy beneficiary, requested automatic payments from an account at Saint Louis Community Credit Union, and included specific answers about I.K.’s personal health and medical history. The application indicated it was “VoiceSigned By” I.K. that same day.

9. On January 24, 2017, Special Investigator Lehman contacted I.K. by phone to inquire about the policy application that Metcalfe had submitted purportedly on I.K.’s behalf. I.K. was surprised to learn that an insurance transaction had been initiated in her name, and responded that she did not know Metcalfe, did not have a sister named Tisha, did not bank at Saint Louis Community Credit Union, and that her medical information was different than indicated by Metcalfe on the Royal Neighbors policy application.

10. On May 17, 2016, Metcalfe submitted a life insurance policy application to Royal Neighbors, purportedly on behalf of J.P. The application listed a niece named Julian as the policy beneficiary, requested automatic payments from an account at PNC Bank, and included specific answers about J.P.'s personal health and medical history. The application indicated it was "VoiceSigned By" J.P. that same day.

11. When Royal Neighbors attempted to debit the purported PNC Bank account of J.P., the bank rejected the transaction, stating "NO ACCOUNT/UNABLE TO LOCATE ACCOUNT[.]"

12. On January 24, 2017, Special Investigator Lehman contacted J.P. by phone to inquire about the policy application that Metcalfe had submitted purportedly on J.P.'s behalf. J.P. was surprised to learn that an insurance transaction had been initiated in her name, and responded that she had not spoken to anyone in regards to a life insurance policy, did not have a niece by the name of Julian, and that her medical information was different than indicated by Metcalfe on the Royal Neighbors policy application.

13. As a condition of submitting the Royal Neighbors policy applications, Metcalfe answered "Yes" in response to a question on each application asking, "Did you personally review the Owner's ID?"⁴ Metcalfe did not answer any of the applications' questions asking, "Was the Proposed Insured with you at the time of the application?"

⁴ According to the applications, J.B. and J.P. were identified by their driver's licenses, while I.K. was identified by a separate "State ID[.]"

14. On May 20, 2016, Royal Neighbors terminated Metcalfe's authority to conduct its insurance business in light of the J.B., I.K., and J.P. transactions, in addition to others it reported to the Department. The insurer determined it had paid Metcalfe approximately \$46,441.00 in unearned commissions related to such transactions.

15. On October 3, 2016, Metcalfe submitted life insurance policy applications to PHL Variable Insurance Company d/b/a Phoenix, a Connecticut corporation ("Phoenix"), purportedly on behalf of B.R. and B.R., a married couple.

16. On October 12, 2016, the Maryland Heights Police Department was dispatched to B.R.'s residence after the couple had received a letter from Phoenix dated October 5, 2016 declining to issue an insurance policy to one of them. B.R., a formerly licensed insurance producer herself, explained to the reporting officer that neither she nor her spouse had sought the referenced policy.

17. On November 1, 2016, Special Investigator Lehman asked Metcalfe to address the allegations that she had submitted a Phoenix insurance policy application for B.R. without authorization. Metcalfe responded in writing, in relevant part:

I met [B.R.] and [B.R.] at their home on October 3, 2016. [B.R.'s] wife was an agent as well but was not currently contracted with anyone at the time. So she reached out to me to get insurance. After a brief conversation with them I was told that they were in a financial crisis. They needed the coverage but could not technically afford at the time. Being that I knew how important it was to them to have the coverage; I verbally agreed to take care of their payments for them for the first few months.

18. Neither the Phoenix life insurance policy for which B.R. supposedly applied nor any applicable filings with the Department authorized individual insurance producers like Metcalfe to pay premiums with their own funds in the manner proposed and described by Metcalfe.

19. Metcalfe submitted at least fifty-four other Phoenix life insurance policy applications on which the applicant's specified bank account was identical to the Alliance Credit Union account listed on B.R.'s supposed application, including one in which Metcalfe herself was the proposed insured and certified by signing that she, as "the bank account owner, authorize[d] Phoenix to initiate Electronic Funds Transfers (EFT) for the above named bank and bank account[.]"⁵

20. Phoenix terminated Metcalfe's authority to conduct its insurance business in light of the B.R. transaction, in addition to others it reported to the Department. The insurer determined it had paid Metcalfe approximately \$100,219.00 in unearned commissions related to such transactions.

⁵ Additionally, in the policy application for herself, Metcalfe identified the beneficiary G.V. as her grandparent. In a policy application dated one day earlier, G.V. was identified as the parent of the proposed insured, but Metcalfe explicitly marked on the application that she was unrelated to them.

21. On January 27, 2017, American-Amicable Life Insurance Company, a Texas corporation (“American-Amicable”), reported to the Department that it had terminated Metcalfe’s authority to conduct its insurance business “due to unacceptable business practices. We have seen several cases using the same bank account numbers for individuals that are not associated with each other. A single account number is showing a different account holder for each case.” Upon request of Special Investigator Lehman, the insurer provided policy documents indicating this pattern.

22. On February 26, 2019, Metcalfe pled guilty to one count of Mail Fraud in violation of Title 18 U.S.C. § 1341 in connection with the fraudulent insurance policies that Metcalfe wrote through Royal Neighbors, Phoenix, and American-Amicable. *United States of America v. Reyan Metcalfe*,⁶ U.S. Dist. Ct., Mo. E.D., Case No. 4:18-CR-00863-AGF-PLC-1.

23. On June 3, 2019, the United States District Court, Eastern District of Missouri, sentenced Metcalfe to four months in the Federal Bureau of Prisons, followed by three years of supervised probation. *Id.* The Court also ordered Metcalfe to pay \$311,593.37 in restitution. *Id.*

24. Metcalfe acknowledges and understands that pursuant to § 375.141.1(2), the Director may discipline Metcalfe’s insurance producer license because Metcalfe violated an insurance law, specifically § 375.144(1), when she employed a deception or a scheme

⁶ Metcalfe’s name was initially listed as “Metcalf” in this case. On May 8, 2019, counsel in the federal criminal case filed a motion seeking to amend/correct the spelling of Metcalfe’s name (from the incorrect spelling, “Metcalf,” to the correct spelling, “Metcalfe”). *United States of America v. Reyan Metcalfe*, U.S. Dist. Ct., Mo. E.D., Case No. 4:18-CR-00863-AGF-PLC-1. The court granted the motion. *Id.*

to defraud Royal Neighbors and Phoenix by obtaining compensation for conducting insurance business that was not legitimate.

25. Metcalfe acknowledges and understands that pursuant to § 375.141.1(2), the Director may discipline Metcalfe's insurance producer license because Metcalfe violated an insurance law, specifically § 375.144(2), when she misrepresented to insurers that purported policy applicants had actually sought coverage, misrepresented their financial account information, and concealed or suppressed the fact that she had not in fact met with them.

26. Metcalfe acknowledges and understands that pursuant to § 375.141.1(2), the Director may discipline Metcalfe's insurance producer license because Metcalfe violated an insurance law, specifically § 375.144(3), when she engaged in a pattern or practice of misrepresenting supposed insurance policy applicants' financial account information, including but not limited to the Alliance Credit Union account which she certified as belonging to herself and more than fifty other individuals.

27. Metcalfe acknowledges and understands that pursuant to § 375.141.1(2), the Director may discipline Metcalfe's insurance producer license because Metcalfe violated an insurance law, specifically § 375.144(4), when she engaged in a practice or course of business which operated as a fraud or deceit upon Royal Neighbors, Phoenix, and American-Amicable by submitting numerous insurance policy applications naming individuals who were not actually seeking the insurance, and in many instances providing incorrect information about the consumers.

28. Metcalfe acknowledges and understands that pursuant to § 375.141.1(2), the

Director may discipline Metcalfe's insurance producer license because Metcalfe violated an insurance law, specifically § 379.356.1, when she offered to pay personally the premiums due to Phoenix for a life insurance policy in B.R.'s name.

29. Metcalfe acknowledges and understands that pursuant to § 375.141.1(5), the Director may discipline Metcalfe's insurance producer license because Metcalfe intentionally misrepresented the terms of applications for insurance to Royal Neighbors, Phoenix, and American-Amicable, as detailed above.

30. Metcalfe acknowledges and understands that pursuant to § 375.141.1(6), the Director may discipline Metcalfe's insurance producer license because Metcalfe has pled guilty to a felony. *United States of America v. Reyan Metcalfe*, U.S. Dist. Ct., Mo. E.D., Case No. 4:18-CR-00863-AGF-PLC-1.

31. Metcalfe acknowledges and understands that pursuant to § 375.141.1(6), the Director may discipline Metcalfe's insurance producer license because Metcalf has pled guilty to a crime of moral turpitude, mail fraud. *United States of America v. Reyan Metcalfe*, U.S. Dist. Ct., Mo. E.D., Case No. 4:18-CR-00863-AGF-PLC-1.

32. Metcalfe acknowledges and understands that pursuant to § 375.141.1(8), the Director may discipline Metcalfe's insurance producer license because Metcalfe used fraudulent or dishonest practices, or demonstrated incompetence or untrustworthiness in the conduct of insurance business while appointed by Royal Neighbors, Phoenix, and American-Amicable, as detailed above.

33. Metcalfe acknowledges and understands that pursuant to § 375.141.1(10), the Director may discipline Metcalfe's insurance producer license because Metcalfe

electronically signed the names of J.B., I.K., J.P., and B.R. to insurance policy applications without their authorizations.

34. The fact that the license is expired or that Metcalfe chose not to renew the license does not preclude the Director from disciplining the license. *See* § 375.141.4.

35. Metcalfe agrees that the facts contained in this Consent Order constitute cause for the Director to discipline her insurance producer license pursuant to § 375.141.1(2), (5), (6), (8) and (10).

36. Metcalfe and the Division desire to settle all allegations raised by the Division.

37. On September 18, 2020, counsel for the Division provided to Metcalfe a written description of the specific conduct for which discipline may be sought and citations to the laws allegedly violated, together with copies of any documents upon which it based the allegations, and the Division's settlement offer, specifically this Consent Order, in accordance with § 621.045.4(1). Counsel for the Division further advised Metcalfe that she had sixty (60) days to review the relevant documents and consider the proposed settlement offer in accordance with § 621.045.4(2).

38. Metcalfe acknowledges and understands that she has the right to consult an attorney at her own expense.

39. Metcalfe further acknowledges that she has been advised that she may, either at the time this Consent Order is signed by all parties, or within fifteen (15) days thereafter, submit this Consent Order to the Administrative Hearing Commission for determination that the facts agreed hereby do not constitute cause for discipline of Metcalfe's insurance

producer license.

40. Except as provided in the preceding paragraph, Metcalfe stipulates and agrees to waive any waivable rights that she may have to a hearing before the Administrative Hearing Commission or the Director, and any rights to seek judicial review or other challenge or contest of the terms and conditions of this Consent Order, and forever releases and holds harmless the Department, the Director and her agents, and the Division from all liability and claims arising out of, pertaining to, or relating to this matter.

41. Metcalfe acknowledges and understands that this Consent Order is an administrative action and will be reported by the Department to other states. Metcalfe further acknowledges and understands that this administrative action should be disclosed on future license applications and renewal applications in this state and other jurisdictions, and that it is her responsibility to comply with the reporting requirements of each state in which she may be licensed.

42. Each signatory to this Consent Order certifies by signing that he or she is fully authorized, in his or her own capacity, or by the named party he or she represents, to accept the terms and provisions of this Consent Order in their entirety and agrees, in his or her personal or representative capacity, to be bound by the terms of this Consent Order.

CONCLUSIONS OF LAW

43. Section 375.141 provides, in relevant part:

1. The director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for any one or more of the following causes:

* * *

(2) Violating any insurance laws, or violating any regulation, subpoena or order of the director or of another insurance commissioner in any other state;

* * *

(5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance;

(6) Having been convicted of a felony or crime involving moral turpitude;

* * *

(8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere;

* * *

(10) Signing the name of another to an application for insurance or to any document related to an insurance transaction without authorization[.]

* * *

4. The director may also revoke or suspend pursuant to subsection 1 of this section any license issued by the director where the licensee has failed to renew or has surrendered such license.

44. Section 375.144 is an insurance law and provides, in relevant part:

It is unlawful for any person, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, to:

(1) Employ any deception, device, scheme, or artifice to defraud;

(2) As to any material fact, make or use any misrepresentation, concealment, or suppression;

(3) Engage in any pattern or practice of making any false statement of

material fact; or

- (4) Engage in any act, practice, or course of business which operates as a fraud or deceit upon any person.

45. The facts hereby admitted by Metcalfe constitute cause for the Director to revoke Metcalfe's expired, resident insurance producer license pursuant to § 375.141.1(2), (5), (6), (8), and (10).

46. The Director is authorized to settle this matter and issue this Consent Order in the public interest pursuant to §§ 374.046, 536.060, and 621.045.

47. The terms set forth in this Consent Order are an appropriate disposition of this matter and entry of this Consent Order is in the public interest.

ORDER

IT IS ORDERED that the expired, resident insurance producer license of Respondent Reyan Denise Metcalfe, number 8087464, is hereby **REVOKED**.

SO ORDERED, SIGNED, AND OFFICIAL SEAL AFFIXED THIS 29th
DAY OF October, 2020.

Chlora Lindley Myers

CHLORA LINDLEY-MYERS, Director
Missouri Department of Commerce and
Insurance



CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that Reyan Denise Metcalfe has the right to a hearing, but that Reyan Denise Metcalfe has waived the hearing and consented to the issuance of this Consent Order.



10/18/2020
Date

Reyan Denise Metcalfe, Respondent
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Counsel for Respondent
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~~_____~~
Date


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10/28/2020
Date

RECEIVED
OCT 23 2020
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COMMERCE AND INSURANCE