

**N. C. DEPARTMENT OF INSURANCE AGENT SERVICES DIVISION
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF MAURICIO A. CHIRINOS
LICENSE NO. 0018474162**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Mauricio A. Chirinos (hereinafter "Mr. Chirinos") and the N. C. Department of Insurance Agent Services Division (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 agencies and agents; and

WHEREAS, Mr. Chirinos currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance issued by the Agent Services Division; and

WHEREAS, N. C. Gen. Stat. § 58-33-26(b) provides that no agent, broker, or limited representative shall make application for, procure, negotiate for, or place for others, any policies for any kinds of insurance as to which that person is not then qualified and duly licensed; and

WHEREAS, N. C. Gen. Stat. § 58-33-40 provides that no individual who holds a valid agent's license issued by the Commissioner shall either directly or for an insurance agency, solicit, negotiate, or otherwise act as an agent for an insurer by which the individual has not been appointed; and

WHEREAS, N. C. Gen. Stat. § 58-33-120, among other things, provides that if any person shall assume to act as an agent or broker shall do any act in the soliciting, making or executing any contract of insurance of any kind other than the law permits, shall be guilty of a Class 1 misdemeanor; and

WHEREAS, information made available to the Agents Services Division indicated that the Centers for Medicare and Medicaid Services (CMS) alleged that information obtained through the National Producer Registry and publicly available licensure records on states' websites revealed that Mr. Chirinos did not have a valid license to sell health insurance in North Carolina through the Federally Facilitated Exchanges; and

WHEREAS, Mr. Chirinos did not hold an Accident & Health or Sickness line of authority or Medicare Supplement Long-Term Care insurance license issued by the Agents Services Division (and therefore was not appointed by any insurance company) when he assisted five (5) North Carolina consumers during the 2021 Open Enrollment Period in obtaining health insurance through the Exchange; Mr. Chirinos did not obtain such authority to sell health insurance in North Carolina until after the close of the 2021 Open Enrollment Period; and

WHEREAS, such actions on the part of Mr. Chirinos were in violation of the provisions of N. C. Gen. Stats. §§ 58-33-26(b), 58-33-40 and 58-33-120; 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. Chirinos 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 these matters against Mr. Chirinos; and

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Mr. Chirinos and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Chirinos shall pay a civil penalty of **\$1,000.00** 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. Chirinos shall remit the civil penalty by 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 Agent Services Division no later than **October 06, 2021**. 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. Chirinos or in any other complaints involving Mr. Chirinos.
3. Mr. Chirinos 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. Chirinos 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. Chirinos 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. Chirinos 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, routinely provides 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: ~~Mauricio A. Chirinos~~
License No. 0018474162



By: Angela Hatchell
Deputy Commissioner

Date: 10-12-2021 _____

Date: _____