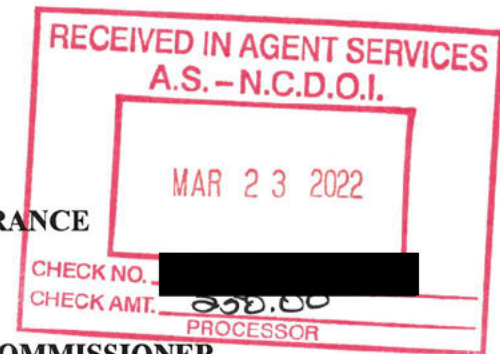


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
CHRISTIAN CONBOY
LICENSE NO. 0019450088**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Christian Conboy (hereinafter “Mr. Conboy”) and the Agents Services Division of the N.C. Department of Insurance (hereinafter “Agents Services Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

WHEREAS, the Agents Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Mr. Conboy currently holds a resident producer’s license with authority for Life, and Accident & Health or Sickness lines of insurance and a resident Medicare Supplement Long-Term Care insurance license issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-46(a) (8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC, for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

WHEREAS, Mr. Conboy solicited a resident regarding information about Medicare Advantage Plans initiated by a postcard response to an advertisement on television. According to the resident, who was currently an enrolled member of an Aetna PPO Medicare Advantage plan, Mr. Conboy came to her house, but she didn’t let him enter because she did not know him. Her daughter was present at the time of the visit and told Mr. Conboy that her mother did not want to change plans. Later, the resident went to the emergency room for medical attention and was told that her policy was no longer in effect. On another occasion the resident sought medical care from a specialist who informed her that the practice did not accept the plan in which she was currently enrolled and that she had to pay out of pocket for the medical service. The resident’s son contacted Mr. Conboy to ascertain why his mother’s health plan was changed and was told that the recommended replacement plan, an Aetna Medicare Advantage HMO arrangement, was a better fit for the resident. The resident reiterated that she never met with Mr. Conboy and did not request him to change her medical coverage and didn’t sign anything authorizing her plan to be changed; and

WHEREAS, Mr. Conboy said that he received a request from the resident for information and in fact met with her on July 26, 2021, and collected information on a “Scope of Sales Appointment Confirmation Form” and had the resident sign the form. Mr. Conboy alleged that at that time he

discovered that the resident was currently enrolled in an Aetna Medicare Advantage PPO arrangement and reviewed the differences between a PPO and an HMO plan with the resident. Mr. Conboy also indicated that he checked all of the resident's doctors to determine if they were in the HMO network, which he said was the case, after which the resident allegedly agreed to enroll in the HMO plan effective August 01, 2021. Since the change was outside of a normal enrollment period, he advised the resident's son who called him on August 30, 2021, that his mother was eligible because of a Special Enrollment Period (SEP) which existed in North Carolina, as a result of a declared disaster; and

WHEREAS, information obtained from Aetna indicated that there was a SEP available to write the coverage for the resident for the period 08/18/21 through 09/17/21 but that since Mr. Conboy enrolled the resident on 07/26/21, there was no valid SEP in place to allow for such enrollment; and Aetna allowed the member to be placed back on her original plan; and

WHEREAS, such alleged activity on the part of Mr. Conboy, changing insurance coverage without the knowledge and/or consent of the insured, and misinterpreting the eligibility for such change, was reflective and in violation of the provisions of North Carolina General Statutes § 58-33-46(a)(8); 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. Conboy 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. Conboy; and

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

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


1. Immediately upon the signing of this Agreement, Mr. Conboy shall pay a civil penalty of **\$250.00** to the Agents 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. Conboy shall remit the civil penalty by certified mail, return receipt requested, to the Agents Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Agents Services Division no later than **April 08, 2022**. 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 Agents Services Division's disciplinary power in any future examination of Mr. Conboy or in any other complaints involving Mr. Conboy.
3. Mr. Conboy 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. Conboy 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. Conboy 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 Agents Services Division to Mr. Conboy shall reflect that Regulatory Action has been taken against him. The Agents 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 Agents Services Division routinely provides, upon request, a copy of the voluntary settlement agreement to all 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 Agents Services Division has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The Agents Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

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


By: Christian Conboy
License No 0019450088


By: Angela Hatchell
Deputy Commissioner

Date: 3/16/2022

Date: 3/24/2022