



COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
DIVISION OF INSURANCE

1000 Washington Street • Suite 810 • Boston, MA 02118-6200
(617) 521-7794 • FAX (617) 521-7475
<http://www.mass.gov/doi>

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

JOHN C. CHAPMAN
UNDERSECRETARY

DANIEL R. JUDSON
COMMISSIONER OF INSURANCE

August 3, 2016

Michael Piaseczny
358 Dudley Road
Templeton, Massachusetts 01468

RE: Michael Piaseczny – SIU Investigation No. 8414

Dear Mr. Piaseczny:

I represent the Massachusetts Division of Insurance (“Division”) with regard to the above-captioned investigation. Pursuant to an investigation conducted by the Division’s Special Investigations Unit, the Division has cause to believe that you have violated the Massachusetts insurance laws set forth below by the conduct detailed in this settlement letter.

This case was opened on August 8, 2012 after the Division received notice from your former employer, Bankers Life and Casualty (“BLC”) that you were terminated for submitting false applications and making misrepresentations on client applications. The subsequent BLC investigation revealed five instances where clients complained to BLC about policies you collected premiums from that contained false or incorrect information: 1) On May 15, 2012, BLC received a written complaint from J. Edward Demers regarding inaccurate billing on a Medicare Supplemental Policy issued by Colonial Penn Life Insurance Company. In the complaint Demers stated that you improperly stated he would be moving to New Hampshire. Subsequently, in an interview with BLC investigators you admitted to falsely stating in the application that Demers was moving to New Hampshire because Colonial Penn Life Insurance Company does not do business in Massachusetts. 2) On August 1, 2012, Janina Susynski contacted BLC requesting that a Basic Life Policy valued at \$13,000 be cancelled and all payments returned to her after noticing a total of \$954.60 in monthly withdrawals automatically taken from her bank account to pay for the premium. Susynski denied ever applying for the coverage which was countersigned by you and had you listed as the primary beneficiary. 3) On July 24, 2012, BLC investigators spoke to Michael and Elaine Kirby who stated that they did not sign two life insurance policies countersigned by you on April 25, 2012 and April 19, 2012. 4) On August 31, 2012, BLC discovered that you had issued a Universal Life policy for Derek McCall, however, McCall denied signing any paperwork to obtain the policy. 5) On September 5, 2012, BLC investigators spoke to Peter and Elaine Bacon who discovered separate Basic Life Insurance policies created by you without their knowledge.

The conduct described above is evidence of the following violations:

Using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in the Commonwealth or elsewhere, M.G.L. c. 175 § 162R(a)(8). Such conduct may result in your insurance license being placed on probation, suspended or revoked pursuant to M.G.L. c. 175 § 162R(a), as well as the imposition of a fine up to \$1,000 for each and every violation as provided under M.G.L. c. 176D, § 7.

Forging another's name to an application for insurance or to any document related to an insurance transaction, M.G.L. c. 175 § 162R(a)(10). Such conduct may result in your insurance license being placed on probation, suspended or revoked pursuant to M.G.L. c. 175 § 162R(a), as well as the imposition of a fine up to \$1,000 for each and every violation as provided under M.G.L. c. 176D, § 7.

The Division is authorized to issue an order requiring you to show cause why you should not be made to cease and desist from the above alleged conduct. If, after a public hearing, the Commissioner of Insurance finds that you did commit the alleged violations, he may impose a fine up to the amounts listed above, as well as a revocation of your Massachusetts insurance producer license pursuant to M.G.L. c. 175 § 162R(a) and c. 176D § 7.

The Division proposes to resolve this matter through a settlement if you agree to waive the right to a public hearing, agree to cease and desist from the above-alleged conduct and agree to a revocation of your license. **Although the Division has authority to do so, for the purpose of this settlement agreement, the Division agrees not to impose a fine.**

If you choose to accept the Division's offer, please sign the enclosed *Settlement Agreement* where indicated, and return it to my attention on or before **August 15, 2016**. Although this correspondence does not constitute the required statutory notice of a public hearing, if this matter is not resolved by **August 15, 2016**, the Division intends to file its Order to Show Cause and will notify you of the hearing date.

Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this matter further, I may be reached at (617) 521 – 7321 or via email at Matthew.Burke@state.ma.us.

Sincerely,

Matthew M. Burke
Counsel to the Commissioner



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SETTLEMENT AGREEMENT
Michael Piaseczny – SIU Investigation # 8414

This Settlement Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts Division of Insurance (“Division”), with offices at 1000 Washington Street, Boston, Massachusetts 02118 and Michael Piaseczny (“Piaseczny”) a former resident licensed individual producer under the laws of the Commonwealth of Massachusetts (“Commonwealth”), with a mailing, residential, and business address of 358 Dudley Road, Templeton, Massachusetts 01468.

WHEREAS, Piaseczny was licensed by the Division as a resident Individual Producer pursuant to M.G.L. c. 175 § 162H *et seq.*, until May 4, 2016 when his license was terminated for failure to renew; and

WHEREAS, the Commissioner of Insurance maintains jurisdiction over Piaseczny pursuant to M.G.L. c. 175 § 162R(e); and

WHEREAS, an insurance producer licensed in the Commonwealth must uphold the standards in M.G.L. c. 175 § 162H *et seq.* and must comply with the Commonwealth’s insurance laws, including without limitation, those set forth in M.G.L. c. 175 and M.G.L. c. 176D; the Code of Massachusetts Regulations; and any other regulatory requirements; each of which give the Commissioner of Insurance review, approval, and enforcement authority over licenses; and

WHEREAS, the Division has conducted an investigation, Special Investigation Number 8414, and contends that the alleged acts and conduct of Piaseczny as set forth in part in the Division’s correspondence dated **August 3, 2016**, a copy of which is attached and incorporated by reference and made a part of this Agreement, constitute grounds for revocation of Piaseczny’s license; and

WHEREAS, if after a public hearing the Commissioner of Insurance (“Commissioner”), were to find sufficient evidence to determine that Piaseczny did commit the alleged violations, the Commissioner could order the revocation of Piaseczny’s insurance producer license(s) pursuant to M.G.L. c. 175, §162R(a) and c. 176D, and order Piaseczny to pay a civil fine ; and

WHEREAS, Piaseczny is aware of his rights to notice and to a public administrative hearing with respect to the alleged violations of Massachusetts insurance laws in these matters, and hereby waives those rights.

NOW THEREFORE, in consideration of the foregoing and the covenants, warranties, representations, and agreements contained herein, it is mutually agreed as follows:

1. Piaseczny's insurance producer license is hereby permanently revoked as of **August 15, 2016** and shall be returned to the Division on that date. A copy of this signed Agreement must be returned to the Division by **August 15, 2016**.
2. Piaseczny agrees to cease and desist from conducting the business of insurance, including selling, soliciting or negotiating insurance, holding himself out as a licensed insurance producer, or otherwise acting as an insurance producer as of **August 15, 2016**.
3. As of **August 15, 2016**, Piaseczny is prohibited from soliciting, aiding in the placement, continuation, or negotiation of insurance policies or taking any action which may lead any person or entity to believe that Piaseczny is authorized in the Commonwealth to engage in the business of insurance in any capacity, including without limitation, acting as a licensed insurance producer, special insurance broker, public adjuster, insurance advisor, viatical loan provider, viatical broker, viatical settlement broker, viatical settlement provider, reinsurance intermediary broker, reinsurance intermediary manager, or any other licensed insurance professional.
4. In accordance with M.G.L. c. 175, §166B and the terms of this Agreement, Piaseczny shall dispose of any and all interest (direct and indirect) he may have, including without limitation, as proprietor, partner, stockholder, officer, employee of any licensed insurance producer in the Commonwealth by **August 15, 2016**.
5. As of **August 15, 2016**, Piaseczny is prohibited from owning, managing, directing or being an employee, consultant or independent contractor, partner, director or officer, paid or unpaid, of any insurance related business in the Commonwealth. Piaseczny shall return to the Division any insurance producer license in his possession, custody or control.
6. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by Piaseczny of any terms, provisions, or conditions hereof shall in no way affect the right thereafter to enforce the same, nor shall the waiver by the Division of any breach of any of the terms, provisions, and conditions hereof be construed or deemed a waiver of any succeeding breach of any term, provision, or condition thereof.

7. In the event that the Division finds that there has been a breach of any provision of this Agreement, the Division may, in its discretion, pursue any and all legal remedies permitted by the Massachusetts insurance laws as well as any other appropriate law of the Commonwealth.
8. The provisions of this Agreement may be amended, modified, or expanded solely in writing by joint consent of the Division and Piaseczny.

SIGNED:

Michael Piaseczny

Commonwealth of Massachusetts
Division of Insurance
By: Matthew M. Burke
Counsel to the Commissioner

Dated: _____

Dated: _____

