IN THE MATTER OF THE	*	**BEFORE THE MARYLAND**
	*	
MARYLAND INSURANCE ADMINISTRATION	*	**INSURANCE COMMISSIONER**
	*	
	*	
v.	*	
	*	**CASE NO.: MIA-2026-03-005**
HIRAMA MARCO NUNEZ	*	
7600 Berkshire Rd	*	
Baltimore, MD 21224	*	**Fraud Division File No.: R-2025-1985**
	*	

* *

ORDER

This Order is issued by the Maryland Insurance Administration (the "MIA") against Hirama Marco Nunez ("Respondent") pursuant to Md. Code Ann., Ins. Art §§ 2-108, 2-201, 2-204 and 2-405 and (2017 Repl. Vol. & Supp.) for violations of the Maryland Insurance Article identified and described herein.[1]

I. RELEVANT MATERIAL FACTS

1. Respondent initiated a loan with OneMain Financial ("OMF") on July 21, 2023. Respondent purchased involuntary unemployment insurance ("IUI") coverage underwritten by Triton Insurance Company ("Triton"), master policy ***10; Certificate/Loan No.: *****77, expiration date: 01/21/2027 ("Policy"). As described by Triton: "Credit insurance provides for benefits to be paid to the lender, on behalf of the insured, in the event of a covered event, to reduce or payoff the loan."

2. On March 18, 2024, Respondent submitted a claim form to Triton in which she attested that her last date of employment was September 5, 2023 ("Claim Form"). In that Claim Form, she fraudulently attested she returned to work on February 23, 2024. In truth and in fact, Respondent gained employment at Calvary Women's Services on January 8, 2024 and Prince George's Child

[1] Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.

Resources Center on January 23, 2024. Based on Respondent's Claim Form, Triton issued a payment to OMF on Respondent's behalf in the amount of $686.46 covering the time period of January 8, 2024 through February 22, 2024. Again, Respondent was not entitled to this benefit because she returned to gainful employment on January 8, 2024.

3. Based on the Claim Form Respondent submitted, she was paid unemployment benefits even though she had returned to work. Based on the Claim Form, Triton obtained a Verification of Employment ("VOE") from The Work Number ("TWN") through Equifax reporting. According to TWN, Respondent returned to work for the following employers:

- Calvary Women's Services ("CWS") – January 8, 2024 through February 13, 2024
- Prince George's Child Resources Center ("PGCRC") – January 23, 2024 with an active employment status

4. Due to the unusual circumstances of this claim and Respondent's claim history, Triton referred Respondent's claim to its Special Investigation Unit ("SIU").

5. On July 8, 2024 and July 24, 2024, Triton sent employment verification letters to CWS and PGCRC. Triton also sent Respondent letters informing her they were contacting both employers to verify her employment status.

6. On July 25, 2024, Triton received an email response from L.L., Director of Finance and Administration at PGCRC who confirmed the information provided by TWN with regards to Respondent's employment status. L.L. advised Triton that Respondent began working at PGCRC on January 23, 2024 and was currently an active employee, working 40 hours per week. Triton never received a response from CWS, but according to TWN, Respondent worked for CWS from January 8, 2024 through February 13, 2024 with earnings of $4,877.89.

7. By letter dated August 19, 2024, Triton advised Respondent there were discrepancies which required clarification to verify her eligibility for previously paid benefits. Triton asked for a written response from Respondent within 30 days of the letter (September 19, 2024). Respondent failed to respond to Triton's August 19, 2024 letter. Instead of providing a written response, Respondent called Triton and asked that her claim be closed.

8. By letter dated September 18, 2024, Triton acknowledged Respondent's telephonic request to close the claim. Triton also requested, for the second time, a response from Respondent regarding her employment dates and eligibility for unemployment benefits that had been paid. Respondent did not provide a written response to Triton's September 18, 2024 letter.

9. On November 7, 2024, Triton sent Respondent a denial letter regarding her claim, which stated:

> During our review of your claim we obtained information from The Work Number (TWN). TWN reported you worked for Calvary Women's Services from 01/08/24 through 02/13/24 at 80 hours bi-weekly. TWN also reported you began working for Prince Georges Child Resource Center on 01/23/24. They have confirmed that date and that you are a currently active employee working 40 hours per week.
>
> Your certificate of insurance defines employment as working for salary or wages at least 30 hours per week. It also provides that benefits cease when you return to employment or receipt by you of compensation for work performed during any 30-day period for which a claim has been submitted. Claim benefits should have ceased when you returned to work on 01/08/24. But, you advised us that you returned to work 02/23/24 which resulted in claim benefits being paid through 02/22/24.
>
> Your Certificate of Insurance contains a provision stating, "The insurance provided by this Certificate of Insurance shall be void in any case of fraud, misrepresentation, or intentional concealment of a material fact by the Debtor(s). Company liability shall be limited to a refund of premium less any benefit paid."
>
> In our review of your claim it appears you submitted fraudulent claim forms and/or other false documents causing claim benefits to be overpaid in the amount of $584.77 from 01/08/24 through 02/22/24. Therefore, we are voiding your involuntary unemployment coverage as of the effective date and refunding the entire premium charged, less any benefits paid, pursuant to the Certificate refund provisions.

> After deducting the fraudulent benefits totaling $584.77 from the premium charged of $113.72, your claim remains overpaid in the amount of $471.05. Please remit a cashier's check or money order in the amount of $471.05, personal checks are not accepted. Make the repayment payable to Triton Insurance Company and send to my attention at the above address. If you are unable to send the entire amount in one lump sum, please contact me to arrange for a monthly repayment plan. I can be reached directly at XXX-XXX-5402.
>
> If applicable, OneMain Financial will provide a separate notice of how the cancellation of coverage affects your account.
>
> For these and other reasons, none of which are waived, there is no basis upon which to approve this claim. We have based our decision on facts available to us. If you do not agree with this, or if you feel other important information should be included in our evaluation, please submit it for our review.

Triton's denial letter referred Respondent to the pertinent insurance policy language pertaining "concealment or fraud."

10. By letter dated November 7, 2024, Triton informed Respondent there was an overpayment on her claim because she failed to inform it that she returned to work on January 8, 2024. Despite Triton's request for reimbursement, Respondent failed to reimburse Triton for its overpayment.

11. Section 8-809(b) of the Labor and Employment Article states:

> If a claimant knowingly makes a false statement or knowingly fails to disclose a material fact to obtain or increase benefits, the claimant is disqualified from receiving benefits. Any benefits received as a result of the false statement or omission are overpayments and may be recovered by the agency. The claimant must repay the overpayment plus interest of 1.5 percent per month from the date the claimant is notified of the amount to be recovered.

12. Section 27-403(2) states:

> It is a fraudulent insurance act for a person: to present or cause to be presented to an insurer documentation or an oral or written statement made in support of a claim, with knowledge that the documentation or statement contains false or misleading information about a matter material to the claim.

13. Section 27-802(a)(1) states:

> An authorized insurer, its employees, fund producers, or insurance producers, … who in good faith has cause to believe that insurance fraud has been or is being committed

> shall report the suspected insurance fraud in writing to the Commissioner, the Fraud Division, or the appropriate federal, State, or local law enforcement authorities.

Triton, having a good faith belief Respondent committed insurance fraud, referred the matter to the MIA's, Fraud and Enforcement Division, which opened an investigation.

THE MIA'S INVESTIGATION

14. An MIA investigator reviewed a copy of the documents provided by Triton. Those records support the details listed above.

15. On June 26, 2025, an MIA investigator sent a letter to Respondent via certified mail, requesting that she contact the investigator to discuss her claim filed with Triton. To date, Respondent has not responded to that letter or contacted the MIA investigator.

16. On June 26, 2025, an MIA investigator submitted a request, and received a copy of Respondent's wage and earnings report, which corroborates the investigation conducted by Triton, detailed above.

17. On August 5, 2025, an MIA investigator sent a subpoena to Calvary Women's Services requesting a copy of Respondent's employment records. To date, CWS has not responded to the subpoena or contacted the MIA investigator.

II. VIOLATION(S):

18. In addition to all relevant sections of the Insurance Article, the Administration relies on the following pertinent sections in finding that Respondent violated Maryland's insurance laws:

> § **27-403**
>
> It is a fraudulent insurance act for a person:
>
> (2) to present or cause to be presented to an insurer documentation or an oral or written statement made in support of a claim…with knowledge that the documentation or statement contains false or misleading information about a matter material to the claim.

§ **27-408(c)**

(1) In addition to any criminal penalties that may be imposed under this section, on a showing by clear and convincing evidence that a violation of this subtitle has occurred, the Commissioner may:

(i) impose an administrative penalty not exceeding $25,000 for each act of insurance fraud; and

* * *

(2) In determining the amount of an administrative penalty, the Commissioner shall consider:

(i) the nature, circumstances, extent, gravity, and number of violations;
(ii) the degree of culpability of the violator;
(iii) prior offenses and repeated violations of the violator; and
(iv) any other matter that the Commissioner considers appropriate and relevant.

19. By the conduct described herein, Respondent knowingly violated § 27-403(2). The fraudulent insurance act of making a false statement in support of a claim is complete upon making the false statement and is not dependent on payment being made. Respondent violated the Insurance Article when she failed to notify Triton that she returned to work on January 8, 2024, which resulted in an overpayment of unemployment benefits. Moreover, Respondent ignored the Administration's and Triton's efforts to investigate the claim and ignored Triton's demand for repayment. As such, Respondent is subject to an administrative penalty under § 27-408(c).

III. SANCTIONS

20. Insurance fraud is a serious violation, which harms consumers in that the losses suffered by insurance companies are passed on to consumers in the form of higher premiums. The Commissioner may investigate any complaint that alleges a fraudulent claim has been submitted to an insurer. §§ 2-201(d)-(1) and 2-405.

21. Having considered the factors set forth in § 27-408(c)(2), the MIA has determined that a fine in the amount of $1,000.00 is appropriate.

22. Administrative penalties shall be made payable, by check or money order, to the Maryland Insurance Administration and shall identify the case by number (R-2025-1985) and name (Hirama Marco Nunez). Payment of the administrative penalty shall be sent to the attention of: Danielle Harris, Fiscal Services, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

23. This Order does not preclude any potential or pending action by any other person, entity or government authority, regarding any conduct by Respondent including the conduct that is the subject of this Order.

WHEREFORE, for the reasons set forth above, and subject to the right of an aggrieved person to request a hearing, it is this 10th day of March 2026, **ORDERED** that:

A. Within 30 days of the date of this Order, Nunez shall pay an administrative penalty of One-Thousand Dollars ($1,000.00); and

B. Within 30 days of the date of this Order, Nunez shall pay restitution to Triton in the amount of $471.05.

MARIE GRANT
Insurance Commissioner

BY: signatiure on original
ROBERT GYUNN
Associate Commissioner
Fraud & Enforcement Division

RIGHT TO REQUEST A HEARING

Pursuant to § 2-210 of the Insurance Article and Code of Maryland Regulations ("COMAR") 31.02.01.03, an aggrieved person may request a hearing on this Order. This request must be in writing and received by the Commissioner within thirty (30) days of the date of the letter accompanying this Order. However, pursuant to § 2-212 of the Article, the Order shall be stayed pending a hearing only if a demand for hearing is received by the Commissioner within ten (10) days after the Order is served. The request shall include the following information:

(1) the action or non-action of the Commissioner causing the person requesting the hearing to be aggrieved;
(2) the facts related to the incident or incidents about which the person requests the Commissioner to act or not act; and
(3) the ultimate relief requested.

The failure to request a hearing timely or to appear at a scheduled hearing will result in a waiver of your rights to contest this Order and the Order shall be final on its effective date. Please note that if a hearing is requested on this initial Order, the Commissioner may affirm, modify, or nullify an action taken or impose any penalty or remedy authorized by the Insurance Article against Respondent in a Final Order after hearing.

The written request for hearing must be addressed to the Maryland Insurance Administration,

200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Clerk, Office of Hearings.