

**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
TAWANDA McKOY
NPN: 9355219**

**VOLUNTARY SETTLEMENT
AGREEMENT**



NOW COME, Tawanda McKoy (hereinafter "Ms. McKoy") and the Agent Services Division of the N.C. Department of Insurance (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 agents and insurance agencies; and

WHEREAS, Ms. McKoy currently holds a resident producer's license with authority for Life and Personal Lines insurance issued by the Agent Services Division; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(2) 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 intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(7) 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 having admitted or been found to have committed any insurance unfair trade practice or fraud; and

WHEREAS, N.C. Gen. Stat. § 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, N.C. Gen. Stat. § 58-33-46(a)(10) 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 forging another's name to an application for insurance or to any document relating to an insurance transaction; and

WHEREAS, information made available to the Department, revealed that an investigation was initiated regarding Ms. McKoy by her insurer employer that documented that she had been using DocuSign to complete life insurance applications for all her proposed insureds. Ms. McKoy admitted to signing life applications on behalf of multiple proposed insureds. Ms. McKoy stated that she thought it would be all right for her to sign for the proposed insureds if the named insureds, owners of the policies,

were aware and authorized her to do so. Ms. McKoy stated that she had legal Power of Attorney for some family members who were applying for life insurance and some family members who had medical conditions which may have required assistance in completing the applications. Ms. McKoy's insurer stated it was company practice that signing on behalf of the proposed insured or substituting the agent's signature, even with the customer's authorization, was unacceptable. In addition, Ms. McKoy provided her contact information on the insurance applications and named herself as beneficiary. As a result of the investigation Ms. McKoy was terminated. There was no information in the file supporting Ms. McKoy's assertions that she in fact had powers of attorney, or information regarding medical information requiring another person to sign applications on their behalf; and

WHEREAS, it appears that Ms. McKoy, by her actions, has violated the provisions of N.C. Gen. Stats. §§ 58-33-46(a)(2),(7),(8) and (10); 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, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate "a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution"; and

WHEREAS, Ms. McKoy has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Ms. McKoy; and

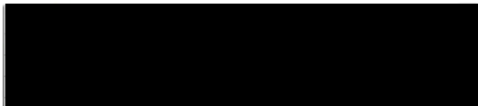
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

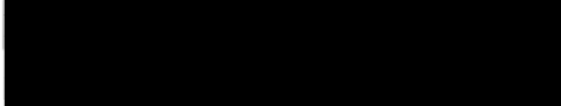
NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Ms. McKoy and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. McKoy 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." Ms. McKoy 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 Department no later than **September 28, 2026**. 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 Ms. McKoy or in any other complaints involving Ms. McKoy.
3. Ms. McKoy enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. McKoy understands she 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. Ms. McKoy understands that N.C.G.S. § 58-33-46(a)(2) provides that an agent'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 Department to Ms. McKoy shall reflect that Regulatory Action has been taken against her. 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, will routinely provide 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 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 regulator.

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


By: Tawanda McKoy
NPN: 9355219


By: Joe Wall
Deputy Commissioner

Date:

09/25/2026

Date:

9/30/2026