

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

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JAN 22 2021

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

BEFORE THE COMMISSIONER OF INSURANCE
CHECK NO. [REDACTED]
DATE [REDACTED]
PROCESSOR [REDACTED]

**IN THE MATTER OF THE LICENSURE OF
MANDY DELGARDO COMBS
LICENSE NO. 18160748
FILE NO. 78769
(NPN#18160748)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Mandy Delgado Combs, (hereinafter "Combs") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing insurance producers;

WHEREAS, Combs currently holds a resident producer license (hereinafter "license") issued by the Department;

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(8) authorizes the Department to suspend, revoke or refuse to renew any license should a licensee "demonstrat[e] incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere."

WHEREAS, on or about February 4, 2020, Combs completed an application for life insurance on behalf of an elderly customer (the "Insured") for whom Combs had previously obtained a life insurance policy in 2017 that lapsed in 2019;

WHEREAS, due to COVID-19 precautions, Combs did not meet with the Insured in person, but rather completed the application in February 2020 with the Insured over the telephone using the insurer's electronic application ("e-App");

WHEREAS, Combs placed the Insured's electronic signature on the application for life insurance using the insurer's e-App, but failed to document that she had been granted authority by the Insured to sign on the Insured's behalf;

WHEREAS, the insurer sent video guidance to Combs in November 2019 regarding proper use of the e-App instructing that placement of the applicant's electronic signature on the application by anyone other than the proposed insured would be improper;

WHEREAS, the Insured later indicated to the insurer that she did not authorize Combs to

electronically sign the application for life insurance on the Insured's behalf;

WHEREAS, section 66-319(a) of the North Carolina Uniform Electronic Transactions Act provides that an electronic signature is attributable to a person "if it was the act of the person." 66 N.C. Gen. Stat. § 66-319(a).

WHEREAS, the Department finds that Combs' failure to document that she had been granted authority by the Insured to electronically sign the application for life insurance demonstrated incompetence in the conduct of the insurance business in this State and subjects her license to possible suspension or revocation under N.C. Gen. Stat. § 58-33-46(a)(8);

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 issued by the Department, or as to any civil penalty or restitution;

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and


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

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

1. Immediately upon signing this Agreement, Combs shall pay a civil penalty of **Two Hundred Fifty Dollars (\$250.00)** to the Department. 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." Combs shall remit the civil penalty by certified mail, return receipt requested (attention: Roy Foster, ASD), to the Department along with the original of this Agreement bearing Combs's signature. The civil penalty and the signed Agreement must be received by the Department no later than January 4, 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. Combs shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to him.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Combs understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that her license may be revoked for violating an Order of the Commissioner.
4. Combs enters into this Agreement freely and voluntarily and with knowledge of her

right to have an administrative hearing regarding this matter. Combs has consulted with an attorney prior to entering into this Agreement.

5. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Combs, or in any other complaints involving Combs. In the event that Combs fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to her, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. The Department 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. Following the execution of this Agreement, any and all licenses issued by the Department to Combs shall reflect that Regulatory Action has been taken against Combs.
7. This Agreement shall become effective when signed by Combs and the Department.


Mandy Delgado Combs

Date: 12-20-20

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 
Angela Hatchell
Deputy Commissioner

Date: 1/22/2021