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**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)
 STEPHEN L. NIMS [NPN 752652])**

**VOLUNTARY SETTLEMENT
 AGREEMENT**

NOW COMES Stephen L. Nims (hereinafter, "Nims") and the North Carolina Department of Insurance (hereinafter "Agent Services"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement"):

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

WHEREAS, Nims is currently licensed as a non-resident producer by the Department in the areas Property and Casualty. Nims is also licensed in his resident state of Connecticut; and

WHEREAS, Nims was previously employed as an agent/producer with Wentworth, DeAngelis and Kaufman Insurance Agency (hereafter, "Wentworth-DeAngelis") in Connecticut. Nims advised the Department that he resigned from his position with this agency on May 28, 2013; and

WHEREAS, while employed with the Wentworth-DeAngelis, Nims serviced the account of Armored Protective Services located in North Carolina. In servicing the account, Nims discussed rate changes and coverage; and

WHEREAS, at the time of servicing the account of Armored Protective Services, Nims was not licensed as a non-resident producer in North Carolina; and

WHEREAS, pursuant to N. C. Gen. Stat. 58-33-10 (a)(7) and (15), the Department requires a producer to be licensed in North Carolina when discussing substantive policy information with a North Carolina consumer, as this is "negotiating" as defined by statute; and

WHEREAS, after leaving Wentworth-DeAngelis, Nims became associated with Associated Insurance Services, Inc., a Connecticut corporation with an office and principal place of business in Plainville, Connecticut; and

WHEREAS, Nims was issued his non-resident producer license by the Department on June 5, 2013; and

WHEREAS, Nims solicited and negotiated placement of coverage for Armored Protected Services on or about May 28, 2013, prior to his licensure in North Carolina on June 5, 2013. Armored Protective Services acknowledged Associated Services as its broker of record on May 28, 2013; and

WHEREAS, Nims admits that he was not licensed by Agent Services at the time of servicing the account of Armored Protective Service while employed with Wentworth-DeAngelis. Nims acknowledges that he was not licensed by Agent Services at the time he solicited and negotiated the placement of coverage for Armored Protective Services while employed; and

WHEREAS, N.C. Gen. Stat. §58-33-26(a) provides that “no person shall act or hold himself out to be an agent or broker” unless duly licensed in the State of North Carolina; and

WHEREAS, the actions of Nims are in violation of N. C. Gen. Stat. §58-33-26(a); and

WHEREAS, the actions of Nims provide sufficient grounds for the revocation of his insurance licenses pursuant to N. C. Gen. Stat. §58-33-46; and

WHEREAS, the recent actions of Nims are in violation of N. C. Gen. Stat. §58-33-46(a)(2), which provides substantial grounds for probation, revocation, suspension or refusal to renew his insurance licenses for “violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner of another state’s insurance regulator”; and

WHEREAS, the nature of these violations would provide the Department with an adequate basis upon which to seek suspension or revocation of Nims’ insurance licenses; and

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

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

1. **Nims shall pay a civil penalty in the amount of two hundred fifty dollars (\$250.00), due immediately upon execution of this agreement in the form of a certified bank check.** The check for the payment of this civil penalty shall be payable to the “North Carolina Department of Insurance.” This 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 the public schools. **The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before February 21, 2014.**

2. Nims shall obey all North Carolina laws and regulations applicable to a licensed insurance agent.
3. Nims enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Nims voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Nims also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Nims.
6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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.
7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 6th day of March, 2014.

[Redacted]
Stephen L. Nims (NPN 752625)

[Redacted] 3-6-14
Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

