

**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  
AMELIA UNDERWRITERS, INC.  
NPN: 1043917  
LICENSE NO. 1000524591**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

RECEIVED IN AGENT SERVICES A.S. - N.C.D.O.I.	
APR 25 2024	
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**NOW COME**, AMELIA UNDERWRITERS, INC. (hereinafter "AMELIA UNDERWRITERS") and the North Carolina Department of Insurance Agents Services Division (hereinafter "ASD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

**WHEREAS**, AMELIA UNDERWRITERS currently holds non-resident Corporate Business Entity and Surplus Lines Business Entity licenses issued by the Department; and

**WHEREAS**, AMELIA UNDERWRITERS is a wholesale brokerage that is family owned and located in Fernandina Beach, Florida. It is a family-owned business operating in thirty-four states and has twenty-four policies written in North Carolina, all of which are surplus lines business. Of the six agents employed by AMELIA UNDERWRITERS, only one, George W. Sheffield, Jr. is licensed in North Carolina and was the only underwriter listed on all of the North Carolina policies; and

**WHEREAS**, ASD investigators notified AMELIA UNDERWRITERS on August 17, 2023 that ASD would be conducting a routine review to verify that all agency employees are appropriately licensed, to analyze the agency's financials and to randomly review files to verify proper underwriting; and

**WHEREAS**, out of the 104 policy files analyzed by ASD investigators, the identity of the underwriter could not be determined in twenty-eight (28) of the files. Thirteen (13) of the policies appeared to have not been uploaded. Sixty-three (63) of the policy files appeared to show that unlicensed employees had procured the coverages; and

**WHEREAS**, N.C. Gen. Stat. § 58-33-26(a) & (b) provide:

(a) No person shall act as or hold himself or herself out to be an agent, broker, limited representative, adjuster, or motor vehicle damage appraiser unless duly licensed.

(b) No agent, broker, or limited representative shall make application for, procure, negotiate for, or place for others, any policies for any kinds of insurance as to which that person is not then qualified and duly licensed; and

**WHEREAS**, N.C. Gen. Stat. § 58-21-65(a) provides:

- (a) For insureds whose home state is this State, no insurance producer licensed by the Commissioner shall directly procure any contract of surplus lines insurance or nonadmitted domestic surplus lines insurance unless he possesses a current surplus lines license issued by the Commissioner; and

**WHEREAS**, procuring insurance through admitted and non-admitted insurers without being properly licensed or appointed, or performing actions with respect to policies of insurance requiring proper licensure, constitute violations of the provisions of N.C. Gen. Stats. §§ 58-33-26(a) & (b), and 58-21-65(a); and

**WHEREAS**, AMELIA UNDERWRITERS has filed a corrective action plan with ASD which sets forth the actions already taken and/or to be taken to prevent future occurrences of the violations set forth herein; and

**WHEREAS**, N. C. Gen. Stat. § 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**, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

**WHEREAS**, AMELIA UNDERWRITERS has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself and makes no admissions with respect to such matters, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against AMELIA UNDERWRITERS; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing 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, AMELIA UNDERWRITERS and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, AMELIA UNDERWRITERS shall pay a civil penalty of **\$8,250.00** 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." AMELIA UNDERWRITERS 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 Agent Services Division no later than **April 25, 2024**. The civil penalty shall be subject to disbursement in accordance with the provisions<sup>04</sup> 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 AMELIA UNDERWRITERS or in any complaints involving AMELIA UNDERWRITERS unrelated to the specific matters addressed in this Agreement.
3. AMELIA UNDERWRITERS enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. AMELIA UNDERWRITERS understands it 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. AMELIA UNDERWRITERS understands that N.C.G.S. § 58-33-46(a)(2) provides that corporate business and individual licenses 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 Agent Services Division to AMELIA UNDERWRITERS shall reflect that Regulatory Action has been taken against it. 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 Department, upon request, will routinely provide a copy of the voluntary settlement agreement to all companies that have licensed the business entity.
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 your business entity, 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 regulators.

**AMELIA UNDERWRITERS, INC.**  
**NPN: 1043917**  
**LICENSE NO. 1000524591**

  
**By: George W. Sheffield, Jr.**  
**Vice-President**  
**License No./NPN: 123492**

**N.C. DEPARTMENT OF INSURANCE**  
**AGENT SERVICES DIVISION**

  
**Joe Wall**  
**Deputy Commissioner**

**Date:** April 15, 2024

**Date:** 4/25/2024