

## **FLORIDA SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between the Florida Department of Legal Affairs, Office of the Attorney General (the “Attorney General”), the Florida Office of Insurance Regulation (“OIR”), the Florida Department of Financial Services (the “Department”) (collectively, the “State of Florida”), and American Family Life Assurance Company of Columbus, Continental American Insurance Company, and each of its predecessors, successors, and assigns, (collectively referred to as “the Company”) (the State of Florida and the Company are collectively referred to herein as the “Parties”).

A. WHEREAS, the Attorney General has authority under state and federal law to investigate and prosecute potential violations of laws related to certain business practices;

B. WHEREAS, OIR has regulatory jurisdiction over the insurance industry in the State of Florida;

C. WHEREAS, the Department, through its Division of Unclaimed Property, has jurisdiction over the administration and enforcement of Florida’s unclaimed property laws, under Chapter 717, Florida Statutes, and rules promulgated thereunder;

D. WHEREAS, on or about November 30, 2012, OIR, together with other state insurance regulators, initiated a multi-state examination of the Company’s claims settlement, policy administration and unclaimed property practices and administration (“Multi-State Examination”);

E. WHEREAS, commencing on or about December 20, 2012, the Department, through its Bureau of Unclaimed Property, initiated an audit of the Company relating to the unclaimed property laws of Florida (the “Audit”);

F. WHEREAS, OIR, the Department and the Attorney General jointly inquired into the Company’s claims settlement, policy administration and unclaimed property practices and

administration ("Investigation");

G. WHEREAS, on December 13, 2017, the Multi-State Examination resulted in a Regulatory Settlement Agreement (the "RSA"), a copy of which is attached hereto and made part hereof as Exhibit 1;

H. WHEREAS, on December 15, 2017, the Audit resulted in a Settlement Agreement between the Department and the Company (the "Settlement Agreement"), a copy of which is attached hereto and made part hereof as Exhibit 2.

I. WHEREAS, the Company maintains that it has policies and procedures to ensure payment of valid claims to Beneficiaries or, in the event that the Company's search identifies no living Beneficiary, to report and remit unclaimed Proceeds to the appropriate states in accordance with applicable law, including state unclaimed property laws;

J. WHEREAS, the Company denies any wrongdoing or activities that violate any applicable laws but in view of the complex issues raised and the probability that long-term litigation would be required to resolve the disputes between the Parties hereto, the Company and the State of Florida desire to resolve differences between the Parties as to the interpretation and enforcement of applicable law;

K. WHEREAS, as provided by the RSA and without admitting any liability whatsoever, the Company agrees to pay the State of Florida for the examination, compliance, monitoring and investigation costs associated with the Investigation, to be paid by the Company and allocated thereafter according to the RSA. The Company agrees that the State of Florida's share, under the RSA, may be allocated among the Attorney General, the Department and OIR.

NOW, THEREFORE, the Parties agree as follows:

1. The RSA, Settlement Agreement and Agreement are in the public interest;
2. Any future modification or termination of the RSA between the Company and insurance regulators under paragraph 3.c. of the RSA shall have no force and effect with respect to the Company's obligations to report and remit unclaimed property or to the Department's or the Attorney General's rights to enforce Florida's unclaimed property laws or any other applicable laws relating to the reporting and remitting of unclaimed property;
3. The State of Florida retains the right to enforce this Agreement, the RSA and the Settlement Agreement as provided by applicable law;
4. This Agreement shall become effective on the date that the following two conditions have been met: 1) This agreement has been signed by the Parties; and 2) The RSA has become effective as per the terms contained therein;
5. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and enforcement of this Agreement shall be in the Circuit Court in and for Leon County, Florida;
6. This Agreement may be signed in counterparts.

***[SIGNATURE PAGES IMMEDIATELY FOLLOW]***

Companies' Signature Page

American Family Life Assurance Company of Columbus, Continental American Insurance Company and each of their respective predecessors, successors, and assigns

By: Audrey B. Till Date: 11/29/17  
Audrey Tillman  
Executive Vice President, General Counsel



PAMELA JO BONDI

Attorney General

PATRICIA A. CONNERS

Deputy Attorney General

CHRISTOPHER R. HUNT

Assistant Attorney General

Antitrust Division

12-13-17

Date



JIMMY PATRONIS

Chief Financial Officer

CHASITY O'STEEN

General Counsel

12-15-17

Date



DAVID ALTMAIER

Commissioner Office of Insurance Regulation

ANOUSH ARAKALIAN BRANGACCIO

General Counsel

12/13/17

Date

## Exhibit 1

### REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("**Agreement**") is entered into by and between American Family Life Assurance Company of Columbus, Continental American Insurance Company ("**CAIC**") and each of their predecessors, successors, and assigns (collectively referred to herein as the "**Company**" or "**AFLAC**"); the California Department of Insurance, Florida Office of Insurance Regulation, New Hampshire Insurance Department, North Dakota Insurance Department, and Pennsylvania Insurance Department as Lead States ("**Lead States**") in the multistate targeted market conduct examination of the Company called on November 30, 2012 (the "**Multi-State Examination**"); and the insurance departments executing a Participating State Adoption in the form set forth on Schedule B (the "**Participating States**") (the **Lead States** and **Participating States** are collectively referred to herein as the "**Departments**") (the "**Departments**" and **Company** are collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, the Departments have regulatory jurisdiction over the business of insurance conducted in their respective jurisdictions, including the authority to conduct market conduct examinations;

**WHEREAS**, the Departments are the Lead and Participating States in the Multi-State Examination, that was called to assess the Company's settlement practices, procedures and policy administration relating to claims, and the use of the Social Security Death Master File or similar database or service, including the Company's efforts to identify the owners and beneficiaries of unclaimed Proceeds;

**WHEREAS**, based upon the information gathered to date, the Departments have identified concerns regarding the adequacy of the Company's policies and procedures to ensure that life insurance policies are timely paid out to Beneficiaries, and are timely reported or remitted in accordance with the Unclaimed Property Laws and the Insurance Laws;

**WHEREAS**, the Company denies any wrongdoing or activities that violate any Insurance Laws in the jurisdiction of each Department or any other applicable laws, but in view of the complex issues raised and the probability that long-term litigation and/or administrative proceedings would be required to resolve the disputes between the Parties hereto, the Company and the Departments desire to resolve all claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices;

**WHEREAS**, the Company has cooperated with the Departments and its examiners in the course of the Multi-State Examination by making its books and records available for examination, and its personnel and agents available to assist as requested by the Departments and the Company represents that at all times relevant to this Agreement, the Company and its officers, directors, employees, agents, and representatives acted in good faith; and

**WHEREAS**, the Company represents that it has a voluntary program to run "Insured" information against the DMF and use a good faith effort to locate Insureds and Beneficiaries.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Defined Terms.** Those capitalized terms in this Agreement not otherwise defined in the text shall have the following meanings:
  - a. **"Beneficiary"** or **"Beneficiaries"** means the party or parties entitled or contingently entitled to receive the benefits from a Policy.
  - b. **"Company Records"** means in-force and lapsed Policy information maintained on the Company's administrative systems or the administrative systems of any third-party retained by the Company, as opposed to such information being maintained by a group life insurance customer or some other third party retained by the group customer. Company Records does not include lapsed Policies that have been compared against the DMF for eighteen (18) months following the lapse of the applicable Policy.
  - c. **"Date of Death"** means the date on which an Insured has died.
  - d. **"Date of Death Notice"** means the date the Company first has notice of the Date of Death of an Insured. For purposes of this Agreement notice shall include information provided in (1) the DMF, (2) third party vendors' data obtained through the use of search and locator tools, or (3) any other source of information or record obtained by Company that is or has been maintained or located in Company Records.
  - e. **"DMF"** means a version of the United States Social Security Administration's Death Master File. For purposes of paragraph 2; "DMF" shall include resources from third party vendors with comparable services, whose data is at least as comprehensive as the United States Social Security Administration's Death Master File and who have been retained by the Company to assist the Company in meeting the requirements of this Agreement.
  - f. **"DMF Match"** means a match of an Insured contained in the Company Records to a unique biological individual listed in the DMF under the criteria provided in the attached Schedule A.
  - g. **"Effective Date"** means the date this Agreement has been executed by the Company, each of the Lead States and the Departments of at least thirteen (13) Participating States.
  - h. **"Exception"** means a fact situation described below which serves to exclude the

Proceeds from payment to a beneficiary or escheatment to a state as a result of a DMF Match for death benefits under a Policy: (a) the individual identified in the Date of Death Notice as the Insured is either alive or not the Insured; (b) the Policy was not in force at the Date of Death; (c) there is no death benefit due and payable upon death due to, among other things: (i) the application of a contestability period provision, (ii) the existence of an exclusionary event, or (iii) pending litigation; (d) the beneficiary is a minor and unable to accept payment of the death benefit under the applicable Uniform Transfer to Minors Act; (e) the death indicated was the first of two Insureds to die under a second-to-die policy; (f) the dormancy period has not expired; (g) claims received under non-Recordkeeper group life insurance (including group life insurance issued where the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance benefit is due or is unable to determine the benefit amount without contacting a third party); and (h) the full value of any benefits due and payable upon death has in fact been remitted to the Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s);

- i. **"Future Settlement Agreement"** means any agreement entered into by any other insurer and the Departments concerning the subject matter of this Agreement.
- j. **"Insurance Laws"** means the insurance laws, rules and regulations in effect in each of the Department's jurisdictions.
- k. **"Insured"** means an individual identified in a Policy whose death obligates the Company to pay "Proceeds" if other contract conditions that are consistent with law and the Policy are satisfied.
- l. **"Policy"** means any individual life policy or endowment policy, or group life insurance policy or certificate of life insurance, for which the Company performs "Recordkeeping" services, and provides a death benefit. The term "Policy" shall not include credit or mortgage life insurance policies or certificates issued thereunder, Corporate, Bank, and Institutional Owned policies for which the beneficiary is the policy owner and there are no other known individual beneficiaries, other group life insurance policies or certificates issued thereunder where the Company does not perform Recordkeeping functions; or any benefits payable under accidental death or health coverages including but not limited to disability and long term care arising from the reported death of a person insured under such coverages.
- m. **"Proceeds"** means the benefits payable under a Policy.
- n. **"Recordkeeping"** means the information contained in the Company's records necessary to process a claim, including without limitation, the Insured's full

name, address, date of birth, telephone number, Social Security Number, coverage eligibility, premium payment status, benefit amount and Beneficiary's information, including without limitation, the Beneficiary's full name, address, date of birth, telephone number and Social Security Number.

- o. **"Thorough Search"** means the minimum Company efforts to identify, locate and contact the Beneficiaries of a Policy after receiving a Date of Death Notice that indicates that the Insured has been reported as dead, which shall include:
- i. The Company shall use its best efforts, as described in paragraphs ii. through vii. below, to identify the Beneficiary and determine a current address for the Beneficiary based upon the Company Records, including, but not limited to, internal databases;
  - ii. The Company shall make at least two (2) attempts to contact the Beneficiary in writing at the address in (i) above; provided that, if such writing is returned as undeliverable, the Company will not be required to send any additional mailings to that address and will within thirty (30) days conduct research to locate a more updated or accurate address using online search or locator tools, such as Lexis Nexis, Accurant or other comparable databases;
  - iii. If the Company obtains an updated address using online search or locator tools as described in (ii) above, the Company shall make at least two (2) attempts in writing to contact the Beneficiary at that address;
  - iv. In the event that no response is received to the writings sent pursuant to (ii) and (iii) above, or a writing sent pursuant to (ii) and (iii) above is returned as undeliverable, the Company shall attempt to contact the Beneficiary at least two (2) times at the most current telephone number contained in the Company's Records, if such a telephone number exists in the Company Records, or obtained by the Company by an online search or locator tool;
  - v. In the event that no response has been received to the attempted contacts described above, the Company shall attempt to contact the Beneficiary at the most current available email address in Company Records, if any;
  - vi. In the event that no response has been received to the attempted contacts described above, the Company shall engage a nationally recognized database service to update addresses in order to check for a more current address for the Beneficiary and send a third and final letter to the Beneficiary at the address found by that database service

by first class mail; and

- vii. The Company shall maintain documentation of all its Thorough Search efforts.

If the value of a policy, contract, or account is *de minimis* (defined as \$100 or less), the Company may satisfy its obligations to conduct a Thorough Search by making at least one (1) attempt to contact the Beneficiary or Beneficiaries by mail at the address indicated in the Company Records, or, if the Company Records do not identify a Beneficiary and address, may report and remit the funds to the affected jurisdiction(s) in accordance with the Unclaimed Property Laws.

Notwithstanding the forgoing, the Company's obligation to conduct a Thorough Search shall cease upon documented contact with a Beneficiary.

- p. **"Unclaimed Property"** means property subject to state Unclaimed Property Laws.
  - q. **"Unclaimed Property Audit Agreements"** means (i) the Global Resolution Agreements between the Company, Unclaimed Property regulators, and Verus Financial LLC, Xerox State and Local Solutions, Inc. d/b/a Xerox Unclaimed Property Clearinghouse or Kelmar Associates, LLC and (ii) the agreement between the Company and the Florida Department of Financial Services.
  - r. **"Unclaimed Property Laws"** means the Laws, Rules and Regulations regulating unclaimed property in each of the Departments' jurisdictions that apply to insurance companies as holders of Unclaimed Property.
2. **Specific Business Practices and Reforms.** The Company will hereby institute the following policies and procedures:
- a. The Company represents that it has compared all Insureds in its Company Records against the complete DMF annually since December 2012. Following the Effective Date, the Company will continue to compare all Insureds in its Company Records against the complete DMF annually, unless a more frequent search requirement is imposed pursuant to state law, in which case, it will comply with the frequency imposed by state law. The Company shall have no responsibility for errors, omissions or delays in information contained in the DMF or any update files. The Company shall use the comparison criteria specified in Schedule A.
  - b. If the Company is not contacted by a Beneficiary within one hundred twenty (120) days from its receipt of a Date of Death Notice, the Company shall

promptly commence a Thorough Search, which shall be completed within one (1) year from the Date of Death Notice. If (i) the Beneficiary cannot be located by a Thorough Search and (ii) the Company is unable to establish an Exception, it shall report and remit the Proceeds as Unclaimed Property to the affected jurisdiction(s) in accordance with the applicable jurisdiction's Unclaimed Property Laws. A bona fide dispute concerning the application of any jurisdiction's Unclaimed Property Laws shall not constitute a breach of this Agreement.

- c. For the sole purpose of this Agreement, the Company shall implement policies and procedures to establish that a DMF Match shall require the Company to initiate its death claims process and conduct a Thorough Search for Beneficiaries in accordance with Section 2(b) of this Agreement. Nothing herein is intended nor shall be deemed to waive or determine the requirements for establishing proof of death for any other purpose, or to confer any rights on any party other than the Company and the Departments.
- d. In the event that one of the Company's line of business conducts a search for matches of its Insureds against the DMF at intervals more frequent than those provided for in this Agreement and such DMF Match results in action being taken with respect to a Policy then that line of business shall share the relevant Insured information among other lines of business.
- e. In the event that the Company locates the Beneficiary following a Thorough Search, the Company shall provide the appropriate claim forms or instructions, if required, to the Beneficiary to make a claim, including instructions as to the need to provide an official death certificate if consistent with law and the Policy. The Company reserves the right to require satisfactory confirmation of death, including but not limited to a death certificate, as due proof of death, before Proceeds are paid to a Beneficiary or a Beneficiary's legal representative if consistent with law and the Policy. Nothing in this Agreement shall be construed to supersede the Company's right to maintain effective procedures and resources to deter and investigate fraudulent insurance acts as required by applicable law.
- f. The Company shall implement policies and procedures for conducting a Thorough Search. The obligation to conduct a Thorough Search under the terms of this Agreement shall not abrogate the right of the Company to complete any due diligence within the timeframe required by any applicable law. The Company is required to implement the procedures as soon as possible and in coordination with the Unclaimed Property Audit Agreements, but in no event more than 12 months from the Effective Date.
- g. To the extent permitted under applicable law, the Company may disclose the minimum necessary personal information about an Insured or Beneficiary to

a person whom the Company reasonably believes may be able to assist the Company locate the Insured or Beneficiary or a person otherwise entitled to payment of the claims Proceeds, provided however, the Company shall not implement policies or practices that will or may diminish the rights of, or amounts of Proceeds due to, Beneficiaries under its Policies.

- h. The Company shall conduct a Thorough Search for group life insurance policies, including group life insurance certificates issued thereunder, where a group life insurance claim is received for which the Company, from information in its administrative systems and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but the beneficiary cannot be identified and/or located.
- i. Within twelve (12) months after the Effective Date of this Agreement, the Company shall establish policies and procedures to ensure that prior to the delivery of a Policy, and upon any change of a Beneficiary, the Company shall, having made all appropriate filings in a timely manner and obtained approvals where necessary, request information sufficient to facilitate the (i) payment of all Proceeds to Beneficiaries upon the death of the Insured pursuant to the contractual terms of the life policy that are consistent with law and, and (ii) perfection of a claim, including, at a minimum, the name, address, date of birth, and social security number and telephone number of every Insured and Beneficiary of such Policy.

3. **Regulatory Oversight.** Each of the Departments shall maintain independent regulatory oversight over the Company's compliance with the terms of this Agreement and in furtherance thereof, the Company agrees to the following:

- a. For a period of thirty-six (36) months following the Effective Date, the Company shall provide to the Lead States quarterly reports on the implementation and execution of the requirements of this Agreement. Each report shall be pursuant to the Florida Office of Insurance Regulation's interactive reporting system and be delivered to each of the Lead States within forty-five (45) days following the end of the applicable reporting period. Copies of these reports will also be made available to a Department's designated examiner, upon reasonable request, to allow it to assist the Departments in monitoring compliance with the requirements of this Agreement.
- b. Thirty-nine (39) months following the Effective Date the Lead States shall conduct a Multi-State Examination of Company's compliance with the requirements of this Agreement. The Lead States shall provide a report summarizing the results of that examination to Company and Departments. The

examination shall be performed with the cost of the examination to be borne by Company in accordance with the Lead States' respective laws.

- c. The Company may petition a Department to terminate or modify this Agreement in that jurisdiction. Such petition may include, but not be limited to the following grounds: (i) the Agreement's terms, in whole or in part, are inconsistent with the statutes, rules, or regulations then in effect in that jurisdiction; or (ii) by three (3) years from the Effective Date of this Agreement, Future Settlement Agreements have not been entered into with companies possessing substantial market share. A Department shall not unreasonably withhold its consent to the relief requested by the Company in its petition. Once made by the Company, the Multi-State Examination Payment, as allocated to each Department, is final and non-recoverable under any circumstances including termination of this Agreement.
- d. In addition to the payments set forth in Paragraph 5, the reasonable costs and expenses of the Departments related to the monitoring of the Company's compliance with the Agreement, including the costs and expenses of conducting any reviews or examinations permitted by the Agreement, as well as participating in any meetings, presentations or discussions with the Company, shall be borne by the Company as costs of the Multi-State Examination.
- e. If the jurisdiction of any Department adopts any Insurance Law addressing insurance companies' use of the DMF (or its equivalent) in connection with insurance companies' procedures concerning the payment of Proceeds to Beneficiaries, then the Company's compliance with the terms of such Insurance Law of that jurisdiction after the Effective Date of this Agreement shall be deemed to comply with those terms of this Agreement (i) which relate solely to the use of the DMF; and (ii) for the purposes of compliance herewith for that jurisdiction alone.
- f. The monitoring of the Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Departments in accordance with the laws of its jurisdiction. Consistent with applicable law, each Department shall accord confidential treatment to the work papers, recorded information, documents, copies of work papers, and documents produced by, obtained by or disclosed by Company.
- g. No later than five (5) years following the Effective Date, the Lead States will complete the Multi-State Examination with a final review concerning the Company's compliance with the Agreement. If that review confirms that the Company has fulfilled its obligations under the Agreement, the Multi-State Examination will be closed. The Agreement will terminate eight (8) years following the Effective Date (the "**Termination Date**"), contingent upon closure of the Multi-State Examination and the Company's submission of its

prospective policies and procedures for DMF matching and Beneficiary outreach to be used thereafter. This submission shall be made to the Lead States six (6) calendar months prior to the Termination Date.

4. **Company Covenants.** The Company covenants and agrees with each of the Departments as follows:

- a. Proceeds under a Policy shall be determined in accordance with the Policy terms.
- b. Beneficiaries shall not be charged for any fees or costs associated with a search or verification conducted pursuant to this Agreement.
- c. The Company shall comply with and perform each and every term and condition set forth in the Unclaimed Property Audit Agreement.

5. **Multi-State Examination Payment.** Without admitting any liability whatsoever, the Company agrees to pay the Departments the sum of \$ \$350,000 (the "Payment") for the examination, compliance and monitoring costs incurred by the Departments associated with the Multi-State Examination. The Lead States shall be responsible for allocating the Payment among the Departments. To be eligible to participate in the Payment allocation, a Department must sign the Agreement. The Company agrees to remit the Payment within ten (10) business days after the later of the Effective Date or the receipt of the allocation from the Lead Departments. Upon the receipt of the Payment, as allocated by each of the Departments, the Company's financial obligations incurred by the Departments arising out of the Multi-State Examination will be fully satisfied, except as set forth in Paragraph 3d. The Payment shall be in addition to the Company's obligation to reimburse the Lead States for reasonable third-party expenses, including expenses for consultants, incurred in connection with the Lead States' role in the Multi-State Examination.

6. **Miscellaneous.**

- a. This Agreement is an agreement solely between the named Parties as defined above, and no other person or entity shall be deemed to obtain or possess any enforceable rights against the Company as a third party beneficiary or otherwise as a result of this Agreement. The Parties agree that this Agreement is not intended to and shall not confer any rights upon any other person or entity and shall not be used for any other purpose. Nothing in this Agreement shall be construed to provide for a private right of action to any person or entity not a Party to this Agreement. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters herein shall remain within the sole and exclusive jurisdiction of the Departments.

- b. This Agreement does not impair, restrict, suspend, or disqualify the Company from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the Multi-State Examination regarding any alleged act or omission of the Company; provided that all matters set forth in this Agreement shall remain with the sole and exclusive jurisdiction of the Departments.
- c. This Agreement contains the entire agreement between the Parties regarding the Company's claims settlement practices, procedures, policy administration relating to the matching of Insureds against the DMF and that there are no other understandings or agreements, verbal or otherwise, between the Parties, except as set forth herein. In entering into this Agreement, no Party has relied on a representation not set forth herein.
- d. Neither this Agreement, nor any of the communications or negotiations leading up to this Agreement, nor any actions taken or documents executed in connection with this Agreement, is now or may be deemed in the future to be an admission or evidence of any liability or wrongdoing by the Company or any of its current or former affiliates, subsidiaries, officers, directors, employees, agents, or representatives with respect to the subject matter of the Multi-State Examination.
- e. Subject to the Company's performance of and substantial compliance with the terms and conditions in this Agreement and Schedules each Department hereby releases the Company from any and all claims, demands, interest, penalties, actions or causes of action that each Department may have by reason of any matter, cause or thing whatsoever, regarding or relating to the subject matter of the Multi-State Examination; provided, however, that nothing herein shall preclude the Lead States from conducting subsequent Multi-State Examinations to assess the Company's compliance with this Agreement.
- f. In the event that any portion of this Agreement is enjoined or held invalid under the laws of a Department's jurisdiction, such enjoined or invalid portion shall be deemed to be severed only for the duration of the injunction, if applicable, and only with respect to that Department and its jurisdiction, and all remaining provisions of this Agreement shall be given full force and effect and shall not in any way be affected thereby.
- g. Nothing in this Agreement shall be construed as an admission of any party's position as to the preemptive effect of the Employee Retirement Income Security Act of 1974, as periodically amended, or the law of the jurisdiction as applied to employment based plans.
- h. This Agreement shall not be construed to allow or require the Company to implement policies or practices that will or may diminish the rights or the Proceeds due to Beneficiaries under the terms of its Policies.

- i. To the extent that any laws, rules, or regulations are enacted in the State of a Department's jurisdiction or are adopted by any Department, or a regulatory agency of a Department that conflict with any of the terms and conditions of this Agreement, then the application of those affected terms and conditions shall be superseded by such laws, rules or regulations as it applies to that Department, provided that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.
  - j. Nothing in this Agreement shall abrogate the obligations of the Company under any jurisdiction's Unclaimed Property Audit Agreement.
  - k. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.
  - l. This Agreement may be executed in counterparts. A true and correct copy of the Agreement shall be enforceable the same as an original.
  - m. All legal notices and demands to the Company under this Agreement shall be in writing and shall be addressed to: 1932 Wynnton Road, Columbus, Georgia 31999, Attn: General Counsel
7. **Enforcement.** The failure to substantially comply with any provision of this Agreement shall constitute a breach of the Agreement, a violation of an Order of the Departments and a violation of Company's Agreement with the Departments, and shall subject Company to such administrative and enforcement actions and penalties as each Department deems appropriate, consistent with each Department's respective laws, except to the extent that the non-compliance is a result of performance or non-performance on the part of regulatory bodies which have not acted on filings necessary for compliance with the terms of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT  
AS OF THE DATE SET FORTH AFTER EACH OF THEIR NAMES.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**COMPANIES SIGNATURE PAGE**

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS  
CONTINENTAL AMERICAN INSURANCE COMPANY

By: Audrey B. Tilt Date: 11/29/17  
Audrey Tiltman

Its: Executive Vice President, General Counsel

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: David Altmaier  
DAVID ALTMAIER, COMMISSIONER

DATE 12/13/17

NORTH DAKOTA INSURANCE DEPARTMENT

BY: \_\_\_\_\_  
JON GODFREY, COMMISSIONER

DATE \_\_\_\_\_

CALIFORNIA DEPARTMENT OF INSURANCE

BY: Dave Jones  
DAVE JONES, COMMISSIONER

DATE 12-01-2017

PENNSYLVANIA INSURANCE DEPARTMENT

BY: \_\_\_\_\_  
JESSICA ALTMAN, COMMISSIONER

DATE \_\_\_\_\_

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: \_\_\_\_\_  
ROGER A. SEVIGNY, COMMISSIONER

DATE \_\_\_\_\_

## **SCHEDULE A**

### **RULES FOR IDENTIFYING DEATH MATCHES**

In comparing Company's records of its insureds against the DMF and any updates thereto, the governing principle to be followed shall be establishing whether or not a unique biological individual identified within the Company's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable. In comparing the Company's records of its insureds against the DMF, the Company shall utilize the rules set forth below as the minimum standard for determining what constitutes a match.

**Category 1: Exact Social Security Number Match** occurs when the Social Security Number contained in the data found in the Company Records matches exactly to a Social Security Number contained in the DMF.

**Category 2: Non-Social Security Number Match** occurs in any of the following circumstances:

1. The Social Security Number contained in the data found in the Company's records matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly.
2. The Company's records do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 111111111, 999999999, 123456789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by the Company that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3 immediately below.
3. If there is more than one potentially matched individual returned as a result of the process described in paragraphs 1 and 2 immediately above, or if both the Social Security Number and Date of Birth found in the Company's Records match in accordance with the Fuzzy Match Criteria listed below, then the Company shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurant for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address in the Company's records for the insured, then a Category 2 Match will be considered to have been made only for individuals with a matching address.
4. If the Company's systems do not contain a complete "Date of Birth," then a "Date of

Birth" exact match will be found to exist where the data that is available on the Company's systems does not conflict with the data contained in the DMF. By way of example, if the Company's systems only contain a month and year of birth, an exact "Date of Birth" match will exist if the DMF record contains the same month and year of birth. Additionally, if the Company's systems only contain a year of birth or contain a complete date of birth that includes a month and day of 1/1 (e.g., January 1) followed by a year of birth, the Date of Birth will be deemed to match exactly where the year of birth in the data that is available on the Company's systems is within one (1) year of the year of birth listed in the DMF. By way of example, if the Company's systems contain 1/1/1934, an "exact" Date of Birth match will exist if the DMF record contains a year of birth of 1933, 1934 or 1935.

5. Additionally, if the Company's systems only contain a year of birth or contain a complete date of birth that includes a month and day of 1/1 (i.e., January 1) followed by a year of birth, the Date of Birth will be deemed to match exactly where the year of birth in the data that is available on the Company's systems is within one (1) year of the year of birth listed in the DMF. By way of example, if the Company's systems contain 1/1/1934, an "exact" Date of Birth Match will exist if the DMF record contains a birth of 1933, 1934, or 1935.

**Fuzzy Match Criteria:**

1. A First Name fuzzy match includes one or more of the following:
  - a. "First Name" "Nick Names:" "JIM" and "JAMES." The Company shall utilize a Nickname database, such as the pd Nickname database from Peacock Data, Inc. or an equivalent database, as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
  - b. "Initial" instead of full first name: "J FOX" and "JAMES FOX."
  - c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
  - d. Data entry mistakes with a maximum difference of one character for a First Name at least five characters in length: "HARRIETTA" and "HARRIETA."
  - e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT JOSEPH."

- f. Use of interchanged "First Name" and "Middle Name:": "ALBERT E GILBERT" and "EARL A GILBERT."
- g. Compound "First Name:" "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."
- h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS. DAVID KOOPER" and "BERTHA KOOPER" where the "Date of Birth" and "Social Security Number" match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

2. A "Last Name" fuzzy match includes one or more of the following:

- a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."
- b. Compound last name: "SMITH" and "SMITH-JONES."
- c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."
- d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."
- e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT."
- f. Use of apostrophe or other punctuation characters in "Last Name:": "O'NEAL" and "ONEAL."
- g. Data entry mistakes with a maximum difference of one (1) character for Last Name with at least eight (8) characters in length: "MACHIARELLI" and "MACHIAVELI."
- h. Last Name Cut-off: A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database. Examples include: "Brezzinnows" and "Brezzinnowski" and "Tohightower" and "Tohightowers."
- i. Married Female "Last Name" Variations: A fuzzy "Last Name" match will be considered to have been made even though the data does not match

on the last name of a female, if the "Date of Birth" and "Social Security Number" match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

3. "Social Security Number" fuzzy match includes one of the following:
  - a. Two (2) Social Security Numbers with a maximum of two (2) digits in difference, any number position: "123456789" and "123466781."
  - b. Two (2) consecutive numbers are transposed: "123456789" and "123457689"
  - c. If a Social Security Number is less than nine (9) digits in length (with a minimum of seven (7) digits) and is entirely embedded within the other Social Security Number: "12345678" and "012345678."

#### **Other Matches and Mismatches**

Notwithstanding the fact that a policy is listed as a match in accordance with the foregoing rules, there will not be a reportable match if the Company is able to produce competent evidence to establish that the unique biological individual identified in the Company's data is not the same as a unique biological individual identified on the DMF or that the Company's insured is not in fact dead.



## **SCHEDULE C**

### **Addendum Concerning Recently Discovered Continental American Insurance Company Annuities**

In connection with the multistate targeted market conduct examination ("Examination") called by the California Department of Insurance, Florida Office of Insurance Regulation, New Hampshire Insurance Department, North Dakota Insurance Department, and Pennsylvania Insurance Department as Lead States ("Lead States") on November 30, 2012, American Family Life Assurance Company of Columbus ("Aflac") and Continental American Insurance Company ("CAIC") (collectively referred to as the "Companies") agreed to enter into a Regulatory Settlement Agreement ("RSA") concerning the Companies' settlement practices, procedures and policy administration relating to claims, and the use of the Social Security Death Master File. The RSA has intentionally been limited to life insurance and excludes annuities, the reason being that the Companies believed, in good faith, they had no active annuities. However, as the parties were completing negotiation of the terms of the RSA, the Companies discovered that a limited number of annuities remain on the books and records of CAIC. Because of the amount of time previously spent to reach mutually agreed to terms of the RSA, the Companies and the Lead States agree that it makes sense to separately address the CAIC annuity issue herein as the Companies have no plans to issue or administer other annuities.

This addendum shall provide additional terms and conditions between the Companies and the Lead States and the insurance departments executing a Participating State Adoption in the form set forth on Schedule B (the "Participating States") with respect to the remaining annuities on CAIC's books and records.

#### **A. History of the CAIC Annuity Issue**

As background, Aflac acquired CAIC in 2009. Both companies offer health and life insurance that is considered supplemental insurance. At the time of acquisition, CAIC did not have an active annuity business. However, the Companies have recently learned that a small number of active annuities remain on CAIC's books and records as a result of CAIC's purchase of a block of business in the 1980s from another company.

#### **B. Status of the CAIC Annuities**

As previously noted, the Companies have reported in good faith throughout the duration of the Examination that neither Aflac nor CAIC sold or administered annuities. However, the Companies' recent investigation regarding this issue shows as follows –

- CAIC reported 79 annuities on the 2016 NAIC Annual Statement. CAIC has since discovered that the number of annuities reported should have been 75 (72 annuitants as three people had two annuities each).

- The 72 annuitants were compared against the Social Security Administration's Death Master File ("DMF") between June 14 and June 17, 2017. Ten individuals were returned as potential matches. To validate whether any of the ten individuals were a "true match," additional research was performed by the Companies' Market Conduct team. Two individuals were determined to be deceased CAIC annuitants.
- The payment amounts for the two annuities are \$373.43 and \$4,255.71. These amounts represent the cash values of the annuities, and do not include interest.
- CAIC is in the process of locating the beneficiaries and/or estate representatives for the two deceased annuitants. For both annuitants, claim letters were mailed to the last known address of record on July 11, 2017 and August 11, 2017. CAIC will continue attempts to contact the beneficiaries and/or estate representatives via telephone or email, if available. To the extent CAIC is not able to contact a beneficiary, next of kin or estate representative, CAIC will remit the annuity amounts as unclaimed property in accordance with the RSA.

**C. Adherence to the Terms of the RSA by CAIC with respect to the Annuities at Issue**

The Companies shall apply the requirements of the previously agreed upon RSA to the two annuitants/annuities at issue, and any future annuities with benefits that may become payable upon the death of the annuitant. By signing in the designated area below, the Companies and the Lead States agree 1) to the terms and conditions stated above, and 2) Companies will apply the terms of the RSA to any of the remaining CAIC annuities with benefits that may become payable upon the death of the annuitant. Specifically, Companies will treat the 75 annuities in the same manner as a "Policy" (defined pursuant to Section 1(l) of the RSA), which shall be enforceable to the extent that the terms of the RSA may be made applicable to annuities benefits.

Participating States shall indicate their agreement with these terms by initialing a representative box on the Schedule B to the RSA.

**COMPANIES**

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS  
CONTINENTAL AMERICAN INSURANCE COMPANY

By: Audrey B. Till Date: 11/29/17  
Audrey Tillman

Its: Executive Vice President, General Counsel

**FLORIDA OFFICE OF INSURANCE REGULATION**

By: David Altmaier  
DAVID ALTMAIER, COMMISSIONER

Date: 12/13/17

**CALIFORNIA DEPARTMENT OF INSURANCE**

By: Dave Jones

Date: 12-01-2017

DAVE JONES, COMMISSIONER

**NORTH DAKOTA INSURANCE DEPARTMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

JON GODFREAD, COMMISSIONER

**PENNSYLVANIA INSURANCE DEPARTMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

JESSICA ALTMAN, COMMISSIONER

**NEW HAMPSHIRE INSURANCE DEPARTMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ROGER A. SEVIGNY, COMMISSIONER

## Exhibit 2

### **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the State of Florida Department of Financial Services ("DFS") and American Family Life Assurance Company of Columbus, and Continental American Insurance Company ("Aflac" or "Respondent") (collectively, DFS and Respondent shall be referred to as "Parties") as of this 15<sup>th</sup> day of December 2017:

NOW, THEREFORE, the Parties agree as follows:

#### **I. DEFINITIONS**

Solely for purposes of this Agreement, capitalized terms have the meaning set out below:

1. **"Agreement"** means this Settlement Agreement entered into by DFS and Respondent.
2. [RESERVED]
3. **"Audit"** means the unclaimed property audit that Auditor has been conducting of Respondent, on behalf of DFS, which is being resolved pursuant to this Agreement.
4. **"Beneficiary"** means the person or entity entitled to receive Proceeds from a life insurance policy (including any group life insurance certificate issued thereunder).
5. **"Death Master File" or "DMF"** means the United States Social Security Administration's Death Master File or any other database or service that is at least as comprehensive as the United States Social Security Administration's Death Master File for determining that a person has reportedly died. The Death Master File must include at least one full version of the file and may include update files.
6. **"Documented Contact"** means Respondent has made a notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person and shall exclude automatic

financial or administrative transactions and non-receipt by Respondent of returned mail sent to the policy owner, insured or beneficiary.

7. **“Dormancy Period”** means the period of years provided for by the UP Laws upon the expiration of which the Proceeds must be reported and remitted to DFS.
8. **“Duration of the Audit”** means the period concluding upon completion of all processing related to the Final Unclaimed Property Report issued by Auditor pursuant to the terms of this Agreement.
9. **“Maturity Age”** means the age of maturity or age of endowment set forth in the terms of a life insurance policy. If a life insurance policy does not specify an age of maturity or age of endowment, Maturity Age shall mean the limiting age under the life insurance policy. The limiting age of a life insurance policy is the terminal age of the mortality table specified in the policy for calculating reserves and/or non-forfeiture values, or, if the policy does not reference a mortality table for policy reserves and/or non-forfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.
10. [RESERVED]
11. **“Missing Data Life Policies”** means any individual in-force life insurance policies in any paid up status for which the Respondent has provided Auditor with neither a Social Security number nor a complete, non-calculated date of birth for the insureds under the policies, and the insureds have reached the attained age of eighty (80) years as computed from the year of issue and age at issue data supplied by the Respondent, and excluding policies that are in extended term status. All life insurance policies that do not currently meet the definition of Missing Data Life

Policies solely because the insured has not yet reached the attained age of eighty (80) years shall become Missing Data Life Policies upon the insured reaching such attained age.

12. **“Missing Data Life Policy Unclaimed Property Report” (“Missing Data Life Policy UPR”)** means a report prepared and submitted to Auditor by the Respondent to identify Missing Data Life Policies which the Respondent has determined to be payable to DFS. The Missing Data Life Policy UPRs will be delivered by the Respondent according to the format described in **Schedule C**.
13. **“Proceeds”** means money payable under a life insurance policy or group life insurance certificate within the Scope of the Audit.
14. **“Record keeper”** means those circumstances under which the Respondent has priced the group premium rate structure to include record keeping fees, or contractually agreed with the group policyholder to be primarily responsible (either directly or through a third party with which the Respondent has contracted for the group customer’s recordkeeping) for obtaining and/or maintaining in its own systems (or the systems of the third party with which the Respondent has contracted for the group customer’s recordkeeping) information about each individual insured under a Respondent group insurance contract (or a line of coverage thereunder), credit life insurance policy, or mortgage life insurance policy, including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment status. For purposes of this Agreement, the Respondent shall be deemed a Record keeper for all group life insurance certificates, other than credit life insurance or mortgage life insurance, where any of the following

conditions apply: (1) a disability or other waiver of premium or accelerated death benefit claim has been received and the Respondent could determine liability on the certificate and pay a claim without consulting either the group policyholder or other third party (other than a third party with which the Respondent has contracted) for information, other than for beneficiary information, waiver status for any individual that became eligible for waiver of premium at age forty (40) or after and died before their waiver termination and are at an age at which waiver of premium remained available under the group policy, any death benefit amount that could be determined by using information in the Respondent's systems (including dates of birth and policy plan schedules), or any other information that the Respondent would not normally require from a policyholder or other third party (other than a third party with which the Respondent has contracted) before paying a death claim; (2) there is a cash surrender value; and (3) the certificate has been converted or ported into individual life insurance policies issued by the Respondent upon the termination of a certificate holder's employment; provided that nothing in this definition is intended to or shall affect the eligibility criteria for a certificate holder from those enumerated in the written terms of any applicable group life insurance policy or, if applicable, the plan documents pursuant to which the group life insurance policy is offered, or preclude the Respondent from asserting an exception based on lack of eligibility under **Section II.1(iii)(b)** of the Agreement.

15. **"Respondent"** means Aflac.
16. **"Scope of the Audit"** means all unclaimed property that is required to be reported and remitted to DFS, as defined by the terms of this Agreement, with respect to life

insurance policies that were in-force at any time during the period January 1, 1992 through December 31, 2015, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, reported and remitted to DFS, rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: (a) Proceeds payable under a policy provision or rider covering accidental death; (b) Proceeds due under group life insurance policies (including group life insurance issued thereunder), mortgage life insurance policies, or credit life insurance policies for which the Respondent is not, and was not at the time of death, the Record keeper, except for group life insurance, mortgage life insurance, or credit life insurance claims received for which the Respondent, from information in its administrative systems, or the administrative systems of any third party retained by the Respondent, and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but such claims have not been fully paid or reported and remitted as unclaimed property; and (c) any policy or certificate of life insurance that provides a death benefit under any Federal employee benefit program, including without limitation the Servicemembers Group Life Insurance and Veterans Group Life Insurance Programs, which, through Federal law or regulation, prohibits reporting and remitting as unclaimed property.

17. **Unclaimed Property Report (“UPR”)** means a report prepared and submitted to the Respondent by Auditor to identify property that Auditor has determined to be payable by the Respondent. The UPRs will be delivered by Auditor according to the formats described in **Schedule C** and the procedures set forth in **Schedule D**.

18. “UP Laws” means chapter 717, Florida Statutes (2017), and Fla. Admin. Code Chapter 69G-20.

19. “Auditor” means Verus Financial LLC (“Verus”).

## **II. UNCLAIMED PROPERTY REPORTS AND REMITTANCE**

Solely for purposes of concluding the Audit and solely with respect to property that is subject to this Agreement, DFS and the Respondent agree to the following procedures.

### **1. Proceeds Reportable and Remittable By Reason of Death**

(i) The following shall be the procedures for reporting and remitting Proceeds that are remittable by reason of death.

(ii) Auditor will submit UPRs to the Respondent in accordance with **Schedule D** identifying life insurance policies (including group life insurance certificates issued thereunder) where a death has been identified by Auditor in accordance with **Schedule B**, and for which Auditor has determined that Proceeds may be payable. All UPRs that Auditor provides to the Respondent with respect to life insurance policies (including group life insurance certificates issued thereunder) shall identify deaths of the Respondent’s insureds that Auditor has identified in the course of matching the Respondent’s records against the DMF. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to **Section II.5.** herein and **Schedule D, Section III,** the Respondent shall provide Auditor with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Auditor previously, the Respondent shall provide such data or documentation within a reasonable time period following the Respondent’s response to the UPR, not to exceed ten (10) business days. The sole grounds for exceptions shall be one or more of the following: (a) the individual identified on the UPR is not dead; (b) the individual is not an insured or eligible to be an insured under a group life

insurance certificate; (c) the life insurance policy (including any group life insurance certificate issued thereunder) was not in force upon death; (d) there was no benefit payable upon death (e.g., the life insurance policy or group insurance certificate had no value at death or was not payable at death; the death indicated was the first of two insureds to die under a second-to-die policy); (e) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or reported and remitted as unclaimed property; (h) [RESERVED]; (i) a claim for the value of any benefits payable upon death already is in the process of being paid by the Respondent to a Beneficiary and the benefits will be paid within the time allotted for payment following confirmed contact with a Beneficiary as set forth in **Schedule D**; (j) for claims received under non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder), mortgage life insurance policies, or credit life insurance policies, and for group life insurance certificates where a disability or other waiver of premium or accelerated death benefits has been granted, the Respondent lacks and/or is unable to obtain sufficient information necessary to determine that the Proceeds are due or is unable to determine the amount of the Proceeds; (k) all benefits payable upon death are remittable to another State or are the subject of pending litigation; (l) all benefits payable upon death are due under a participating group life insurance policy subject to retrospective experience rating, so long as any related premium stabilization reserve shall upon termination of such group insurance policy be payable by the Respondent to (1) the group customer for the benefit of the plan participants or (2) the plan; (m) group marketed corporate, bank, and institutional owned policies where the beneficiary is the policy owner, the Respondent is in contact with the policy owner, and there are no other individual beneficiaries; (n) private placement variable universal life products where the

Respondent is in contact with the policy owner; and/or (o) the life insurance policy (including any group life insurance certificate issued thereunder) is not within the Scope of the Audit. The Respondent shall further provide notice to Auditor if it believes the date of death is different than the date of death provided by Auditor if the Respondent contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder). The list of exceptions shall be provided by the Respondent no later than the times specified in **Schedule D, Section III**.

(iv) For purposes of this Section only, the Dormancy Period is deemed to commence upon the date of death as reflected in the DMF and expires after the requisite number of years has passed under the UP Laws. The running of the Dormancy Period shall not be tolled for any reason. The dormancy period shall not be deemed to commence where the Proceeds are payable to an individual who has not reached the age of majority under the applicable state law and the Respondent has had documented contact with the minor or his or her representative. However, if there is pending litigation to resolve claims to the Proceeds, Respondent shall not be required to report and remit the Proceeds during the pendency of the litigation. After the litigation has ended, Respondent shall be required to report and remit the Proceeds to DFS if the owner of the proceeds is missing and the Proceeds are due to DFS.

(v) If the Respondent locates the Beneficiary or the Beneficiary's legal or properly designated representative before the Proceeds are required to be reported and remitted to DFS in accordance with **Schedule D**, the Respondent will make a written notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or email address of the contacted person.

(vi) Proceeds shall be determined without deduction of any fees other than those permitted by the life insurance policy. Further, the Respondent agrees that it or any agent acting on its behalf will not charge Beneficiaries costs associated with this Agreement.

(a) Proceeds under life insurance policies shall be determined in accordance with the policy terms as of the date of death, exclusive of interest (other than interest payable under **Section II.1(vii)** below), and shall include a reversal of any amounts deducted from the policy after death, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the insured's date of death but posted after the date of death shall not be reversed. For variable life insurance, the Respondent shall determine Proceeds based on the value of assets maintained in the relevant separate accounts at the close of business on the seventh (7<sup>th</sup>) business day prior to the date Proceeds are remitted to DFS.

(b) [RESERVED]

(vii) The amount payable to DFS shall include the Proceeds, plus interest at a rate of three (3) percent compounded annually from the date used to establish the death benefit values in accordance with **Section II.1(vi)(a)** above, or from January 1, 1995, whichever is later. If any Proceeds are not timely remitted as required under this Agreement, DFS may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under DFS's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under DFS's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in such action.

2. **Proceeds Payable Upon Maturity Age**

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable to DFS upon reaching Maturity Age.

(ii) Auditor will submit UPRs to the Respondent in accordance with **Schedule D** identifying life insurance policies (including any group life insurance certificates issued thereunder) that Auditor has determined have reached Maturity Age, and for which the period of time elapsed since the Maturity Age is beyond the Dormancy Period. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to **Section II.5** herein and **Schedule D**, **Section III**, the Respondent shall provide Auditor with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Auditor previously, the Respondent shall provide such data or documentation within a reasonable time period following the Respondent's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the life insurance policy (including any group insurance certificate issued thereunder) had not reached the Maturity Age; (b) the policy or the group life insurance certificate was not in force upon the Maturity Age; (c) there was no benefit payable upon the Maturity Date (e.g., the policy or group life insurance certificate had no value at the Maturity Date; the policy or group life insurance certificate had been surrendered); (d) the Dormancy Period has not expired; (e) the value of any Proceeds payable upon the Maturity Age has in fact been remitted to the Beneficiary, or the Proceeds were already reported and remitted as unclaimed property; (f) the value of any Proceeds payable upon the Maturity Age is remittable to another State or is the subject of pending litigation; (g) [RESERVED]; (h) the value of any Proceeds payable upon the Maturity Age is in the process of being paid by the Respondent as a result of confirmed contact with the Beneficiary as set forth in **Schedule D** per the terms of the

contract; and/or (i) the life insurance policy (including any group life insurance certificate issued thereunder) is not within the Scope of the Audit. The Respondent shall further provide notice to Auditor if it has determined that the Maturity Age is different than the Maturity Age provided by Auditor if the Respondent contends such difference affects Proceeds under the policy. The list of exceptions shall be provided by the Respondent no later than the time specified in **Schedule D, Section III.**

(iv) For purposes of this Section, the Dormancy Period commences upon the Maturity Age of the policy or group life insurance certificate or any revised Maturity Age, as confirmed in writing to the Respondent by such owner, and is restarted upon Documented Contact with the owner of the relevant policy or group life insurance certificate. For purposes of this Section, "Documented Contact" includes: (a) administrative actions such as a request by the policy owner, Beneficiary, or the legal or properly designated representative thereof, to maintain the policy, surrender or accept other payment to be received from the policy or group life insurance certificate; change the designation of a Beneficiary; or change an address or contact information; or (b) financial transactions such as a non-automated withdrawal; refusing rider fee change increases; additions of premium; or a non-automated request to renew or change a fixed interest guarantee period under the policy.

(v) The running of the Dormancy Period shall not be tolled for any reason. However, if there is pending litigation to resolve claims to the Proceeds, Respondent shall not be required to report and remit the Proceeds during the pendency of the litigation. After the litigation has ended, Respondent shall be required to report and remit the Proceeds to DFS if the owner of the proceeds is missing and the Proceeds are due to DFS.

(vi) If the Respondent locates the owner of the relevant policy and group life insurance certificate, or such person's legal or properly designated representative, before the Proceeds are required to be reported and remitted to DFS in accordance with **Schedule D**, the Respondent will make a written notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or email address of the contacted person.

(vii) Proceeds shall be determined without deduction of any fees other than those permitted by the policy. The Respondent agrees that it or any agent acting on its behalf will not charge Beneficiaries costs associated with this Agreement.

(viii) [RESERVED]

(ix) All Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age shall be determined by the Respondent in accordance with the terms of the policy, or certificate, as appropriate, and shall include a reversal of any amounts deducted from the policy after the Maturity Age, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the Maturity Age but posted after the Maturity Age shall not be reversed. For variable life insurance, the Respondent shall determine Proceeds based on the value of assets maintained in the relevant separate accounts at the close of business on the seventh (7<sup>th</sup>) business day prior to the date Proceeds are remitted to DFS. Interest shall be added to Proceeds due to DFS from the later of the Maturity Age or January 1, 1995, at the interest rate of three (3) percent compounded annually. If any Proceeds are not timely remitted as required under this Agreement, DFS may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under DFS's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is

brought under DFS's UP Laws, nothing contained in this Agreement shall serve as an admission by either party in any such action.

3. **[RESERVED]**

4. **Proceeds Payable for Missing Data Life Policies (Only if Respondent has Missing Data Life Policies)**

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable under life insurance policies which are missing certain information. As used in this Section and **Schedule D** only, the term "Effective Date" shall have the same meaning as the term Effective Date of the Global Resolution Agreement signed by Respondent on December 4, 2017 (the "GRA").

(ii) The Respondent and Auditor shall discuss in good faith the most efficient and appropriate method for addressing policies for which the Respondent has provided Auditor with neither a Social Security number nor a complete, non-calculated date of birth for the insureds under the policies based upon the available data and other unique characteristics of such policies. If within three (3) months after the Effective Date the Respondent and Auditor have agreed upon such a method, that method shall be used to process such policies under the Agreement. If within three (3) months after the Effective Date the Respondent and Auditor have not agreed upon such a method, then the Respondent agrees that Proceeds of all Missing Data Life Policies shall be due and payable for report and remittance to DFS in accordance with this Section of the Agreement and **Schedule D**.

(iii) The Respondent will submit Missing Data Life Policy UPRs to Auditor in accordance with **Schedule D** identifying Missing Data Life Policies that are subject to remittance to DFS. The Missing Data Life Policy UPRs will be delivered in the format described in **Schedule C**. Auditor shall perform a review of the Missing Data Life Policy UPRs and shall provide the

Respondent with any modifications and/or amendments to the Missing Data Life Policy UPRs in accordance with **Schedule D, Section I**.

(iv) All Proceeds of Missing Data Life Policies shall be valued as if the insured had died on the Effective Date and shall include the full face value, dividends, additional paid up insurance and any other amounts added to the policies as of the date of remittance, but shall not be subject to any three percent (3%) interest called for under other Sections of this Agreement, provided that the Respondent will remain liable for any additional amount that may be due to a *bona fide* subsequent claimant in excess of the amount actually remitted to DFS. Missing Data Life Policies shall be reported in the name of the insured, and shall include Beneficiary information if available on the Respondent's electronic system.

(v) On no less than an annual basis, all life insurance policies for which the Respondent has neither provided Auditor with a Social Security number nor a complete, non-calculated date of birth that otherwise would meet the definition of Missing Data Life Policies except that the insured under the policy has not reached the attained age of eighty (80) years shall be reported and remitted directly to DFS, after the issuance of the **Final Audit Report**, by the Respondent under the terms of this Agreement (following completion of efforts to contact the policy owner as described in **Schedule D, Section I**) in the year that the insured reaches such attained age.

5. **Resolving Disputes Regarding Unclaimed Property Reports and Missing Data Life Policy UPRs**

(i) The following shall be the procedures for resolving disputes regarding UPRs and Missing Data Life Policy UPRs.

(ii) If Auditor disputes an exception taken by the Respondent to a UPR, Auditor shall provide notice to the Respondent within the time specified in **Schedule D, Section III**, and

the notice shall be accompanied by the Respondent's list of exceptions. If the Respondent disputes any modifications or amendments made by Auditor to a Missing Data Life Policy UPR, the Respondent shall provide notice to Auditor within the time specified in **Schedule D, Section I**, and the notice shall be accompanied by the list of modifications or amendments subject to dispute.

(iii) Following receipt of notice of a dispute, Auditor and the Respondent shall meet to resolve the dispute and conclude the dispute resolution process within the time specified in **Schedule D, Sections I and III**.

(iv) If there is no agreement after Auditor and the Respondent meet, Auditor shall provide notice to DFS of the failure to reach agreement within the time specified in **Schedule D, Sections I and III**. The dispute shall then be referred to DFS pursuant to the UP Laws and regulations. Determinations made by DFS as to the previously disputed UPRs shall be final and binding on the Parties.

6. **Reporting and Remittance Procedures**

(i) DFS agrees that in determining the appropriate state to report and remit Proceeds under this Agreement, the following rules shall apply:

(a) Proceeds shall be remitted to the state of the last known address of each single Beneficiary as shown in the Respondent's books and records.

(b) If there is more than one known Beneficiary, Proceeds shall be reported and remitted to the states of the last known addresses of the Beneficiaries, based upon the amounts payable to each under the applicable life insurance policy or group life insurance certificate for those Beneficiaries for whom a last known address is shown in the books and records of the Respondent. For those Beneficiaries for whom an address is not shown in the Respondent's books and records, **subsections 6.(i)(c) and 6.(i)(d)** shall apply.

(c) With respect to property related to life insurance policies due to a Beneficiary, if there is no last known address for any Beneficiary in the Respondent's books and records, then Proceeds shall be reported and remitted to the state of the last known address of the insured.

(d) If the Respondent's books and records do not contain a last known address for the Beneficiary and do not contain a last known address for the insured, or if the last known addresses of the above are all outside the United States, then the Proceeds shall be reported and remitted to the state of incorporation of the relevant Respondent entity as of the time the state of incorporation's Dormancy Period expired under the terms of this Agreement, or, for Missing Data Life Policies, the state of incorporation of the relevant Respondent entity as of the time the Proceeds become reportable and remittable under this Agreement.

(ii) The existence of an unresolved dispute as to reporting and remitting Proceeds shall not affect the duty to report and remit Proceeds as to which no dispute exists.

(iii) The Respondent shall report and remit Proceeds as required by **Schedule D**.

(iv) The Respondent shall provide Auditor with reasonable access to monitor the UPR and Missing Data Life Policy UPR review and the reporting and remittance processes being performed in accordance with **Schedule D**.

(v) Nothing contained in this Agreement shall preclude the Respondent from exercising any right it may have to seek indemnification, refunds or corrections of errors to the extent authorized by, and in accordance with, the UP Laws to which the Respondent made a remittance or report in error.

### III. GENERAL PROVISIONS

1. This Agreement sets forth a process for identifying certain amounts to be reported and remitted under its terms. Notwithstanding any of the terms, phrasing, or provisions used herein, nothing in this Agreement constitutes an admission that any amount or Proceeds described herein are past due, have been owed, or were improperly withheld or retained by the Respondent, or an admission by the Respondent that the Respondent had any legal or contractual obligation to conduct DMF searches in order to determine whether an insured was deceased.

2. **Schedules B, C and D** attached to this Agreement (**Schedule A** is intentionally omitted) correspond to the Schedules bearing the same heading that are attached to the Global Resolution Agreement signed by Respondent on December 4, 2017 (the "GRA"). Except as specifically provided in the **Schedule D** attached to this Agreement, **Schedule D** is intended by the Parties to be interpreted as being consistent with **Schedule D** of the GRA.

3. Upon the execution of the Agreement by Respondent and Auditor, to the extent that it has not already done so, and provided it is within the Scope of the Audit or reasonably requested by Auditor to identify Proceeds that are within the Scope of the Audit, the Respondent shall provide to Auditor: (a) the underlying detailed information (defined for the purposes of this paragraph as the policy, full name, date of birth, Social Security number, and address, where available) regarding all potential matches the Respondent has identified as a result of comparisons it has performed of its life insurance policies against the DMF subsequent to the initiation of the Audit; (b) a list of all matches the Respondent has determined to be valid; (c) a list of all matches the Respondent has determined to be invalid and/or for which no Proceeds are payable, as well as the specific grounds for such determinations (e.g., the Proceeds were previously paid); (d) a list of all policies where a match has been made and the Respondent has determined that Proceeds under the policies are subject to reporting and remittance; and (e) a list of all policies where a match has

been made and the Respondent has paid the Proceeds under the policies, as well as information identifying all Beneficiaries of these policies that have been paid. Thereafter, by the 25th day of every month, the Respondent will provide Auditor with a list of any additional unclaimed life insurance policies within the Scope of the Audit the Respondent has identified or become aware of that may be unpaid, as well as a list of any such policies for which the Respondent has either attempted to contact a customer to confirm a death or obtain additional identity information or initiated due diligence as a result of a DMF match or potential match. The Respondent agrees that all life insurance policies on any such lists that meet the conditions for reporting and remittance under the terms of this Agreement shall be processed in accordance with the terms of this Agreement.

4. For the Duration of the Audit, the Respondent shall continue to provide Auditor with the data reasonably requested by Auditor to identify Proceeds that are within the Scope of the Audit.

5. For the Duration of the Audit, the Respondent shall provide Auditor with reasonable access to the Respondent's data and systems through a Respondent employee to respond to queries made by Auditor's personnel to test the completeness and accuracy of all records provided by the Respondent.

6. The Respondent agrees to provide all requested insured names parsed out as follows to the extent such data elements are captured in the Respondent's systems: Prefix (Mr./Dr./Maj./etc.); First; Middle (full name or initial if the full name is not in Respondent's records); Last; and Suffix (Esq./Jr./III/etc.).

7. Upon request, the Respondent agrees to provide reasonable assistance to DFS to aid in determining the validity of claims made upon the Proceeds remitted.

8. Respondent shall be entitled to any and all indemnification, hold harmless, discharge or release of liability provided for by section 717.1201, Florida Statutes, with respect to all property reported and remitted in good faith to DFS in accordance with the terms of this Agreement.

9. This Agreement shall not impair, restrict, suspend, or disqualify Respondent from engaging in any lawful business in Florida. Further, this Agreement is not intended to impair or disqualify Respondent from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the unclaimed property audit regarding any alleged act or omission of Respondent that occurred prior to the execution of this Agreement, unless Respondent breaches the terms of this Agreement.

10. The Parties agree that this Agreement is not intended to and shall not confer any rights upon any other person or entity. Nothing in this Agreement shall be construed to provide for a private right of action to any person or entity. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters addressed herein shall remain within the sole and exclusive jurisdiction of DFS.

11. The Parties agree that this Agreement contains the entire agreement between them with regard to Respondent's settlement practices and policy administration relating to its unclaimed property practices and that there are no other understandings or agreements, verbal or otherwise, between the Parties, except as set forth herein. Other than as set forth herein, there have been no representations that any Party has relied upon in entering into this Agreement.

12. This Agreement may not be modified, changed, canceled, amended or varied, nor may any or all of its terms be waived, except by a writing signed by all of the Parties.

13. This Agreement may be executed in counterparts, but shall not be effective until signed by all Parties.

14. This Agreement represents a compromise of disputed matters between the Parties. Neither this Agreement, nor any act performed or document executed in furtherance of this Agreement, nor any discussions or communications leading to this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or wrongdoing by the Respondent or any of its current or former affiliates, subsidiaries, officers, directors, employees, agents, or representatives with respect to the subject matter of the investigation.

15. The Respondent shall be excused from its performance under this Agreement, shall not be deemed to have breached this Agreement, and shall not be liable in damages or otherwise, in the event of any delay or default in performing the Agreement's terms resulting from a circumstance not within the reasonable control of the Respondent including, but not limited to, damage to or destruction of Respondent's property, systems or facilities. Notwithstanding such circumstances, the Respondent shall exercise reasonable diligence to perform its obligations under this Agreement and shall take reasonable precautions to avoid the effects of such circumstances to the extent that they may cause delay or default with respect to the Respondent's ability to perform its obligations under this Agreement.

16. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida without regard to any conflict of laws provisions.

17. Respondent agrees that the material failure to adhere to one or more of the above terms and conditions of this Settlement Agreement shall constitute a breach of the Agreement and shall subject Respondent to any administrative or enforcement actions and penalties as may be available to DFS under applicable law.

18. The Parties agree that the sole and exclusive venue for any action to enforce or for breach of this Agreement shall be in Leon County, Florida.

19. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

20. The Parties agree to cooperate fully with one another in implementing this Agreement.

21. The Parties may mutually agree to any reasonable extensions of time that might become necessary to carry out the provisions of this Agreement.

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS  
CONTINENTAL AMERICAN INSURANCE COMPANY

By: Audrey B. Tillman Date: 11/29/17  
Audrey Tillman  
Executive Vice President, General Counsel

Jimmy Patronis  
JIMMY PATRONIS  
Chief Financial Officer  
State of Florida

Chasity O'Steen  
General Counsel

## **Exhibits Index**

**Schedule A:** Intentionally Left Blank

**Schedule B:** Rules for Identifying Death Matches

**Schedule C:** Missing Data Life Policy Unclaimed Property Report and Unclaimed Property  
Report Information and Format

**Schedule D:** Reporting and Remittance Procedures

## **SCHEDULE A**

## **SCHEDULE B**

### **RULES FOR IDENTIFYING DEATH MATCHES**

In comparing Respondent's records of its insureds against the DMF, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on Respondent's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable. In comparing Respondent's records of its insureds against the DMF, Auditor shall divide the matches it identifies into four categories in accordance with the rules set forth below.

#### **Category 1: "Exact" Match**

A Category 1 Match occurs in any of the following circumstances:

1. There is a four-way exact match of the First Name, Last Name, Date of Birth, and Social Security Number contained in the data produced by Respondent against data contained in the DMF.
2. The First Name matches in accordance with the Fuzzy Match Criteria listed below and the Last Name, Date of Birth, and Social Security Number match exactly.

#### **Category 2: SSN Match**

A Category 2 Match occurs when:

1. There is a four-way match of the First Name, Last Name, Date of Birth, and Social Security Number such that the Social Security Number contained in the data produced by Respondent matches exactly to the Social Security Number contained in the DMF, and the First Name, Last Name, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.

#### **Category 3: Non-SSN Match**

A Category 3 Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data produced by Respondent matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, and the First and Last Names, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.
2. The records produced by Respondent do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 000000000, 999999999, 000006789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by Respondent that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3 immediately below.

3. If there is more than one potentially matched individual returned as a result of the process described in paragraph 2 above, then Auditor shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurant for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address provided by Respondent for the insured, then a Category 3 Match will be considered to have been made.

**Category 4: Applicable Only if Respondent has Policies which are Missing Certain Data, as Described Below**

A Category 4 Match occurs in any of the following circumstances:

1. For all life insurance policies (other than Missing Data Life Policies) for which the Respondent provided neither a complete Social Security Number nor a complete, non-calculated Date of Birth:
  - a. If (i) the DMF First and Last Names match the Respondent supplied records either exactly or according to the Fuzzy Match Criteria listed below for at least one person, (ii) such person was born within the 2 year birth range (from 1 year before to 1 year after) for the insured as computed from the year of issue and age at issue data supplied by the Respondent, and (iii) such person is at least 60 years of age, the Respondent shall either accept the match as valid or supply Auditor with a complete Date of Birth and/or Social Security Number for the insured from the physical policy file. If the Respondent supplies Auditor with a complete Date of Birth and/or Social Security Number from the policy file, the standard match rules shall then be applied to the new identity information.
  - b. If the policy file contains neither a complete Date of Birth nor a Social Security Number for the insured, then a match will be considered made if (i) there is one, and only one, person, listed in the DMF who was born within the 2 year birth range (from 1 year before to 1 year after) for the insured as computed from the year of issue and age at issue data supplied by the Respondent, or (ii) there are more than one such matched persons as described in clause (i) but only one such matched person lived in the same state (listed in the DMF) as the insured, which was recorded on the Respondent's administrative systems.

**Fuzzy Match Criteria:**

1. A "First Name" fuzzy match includes one or more of the following:
  - a. First Name nicknames: "JIM" and "JAMES." Auditor utilizes the pdNickname database from Peacock Data, Inc. as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
  - b. Initial instead of full First Name: "J FOX" and "JAMES FOX."

- c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
  - d. Data entry mistakes with a maximum difference of one character for a First Name at least five characters in length: "HARRIETTA" and "HARRIETA."
  - e. First Name is provided together with Last Name in a "Full Name" format and First Name and Last Name cannot be reliably distinguished from one another: "ROBERT JOSEPH," both "JOSEPH ROBERT" and "ROBERT JOSEPH."
  - f. Use of interchanged First Name and "Middle Name": "ALBERT E GILBERT" and "EARL A GILBERT."
  - g. Compound First Name: "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."
  - h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS DAVID KOOPER" and "BERTHA KOOPER" where the Date of Birth and Social Security Number match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
2. A "Last Name" fuzzy match includes one or more of the following:
- a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."
  - b. Compound last name: "SMITH" and "SMITH-JONES."
  - c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."
  - d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."
  - e. First Name is provided together with Last Name in a "Full Name" format and First Name and Last Name cannot be reliably distinguished from one another: "ROBERT JOSEPH," both "JOSEPH ROBERT" and "ROBERT JOSEPH."
  - f. Use of apostrophe or other punctuation characters in Last Name: "O'NEAL" and "ONEAL."
  - g. Data entry mistakes with a maximum difference of one character for Last Name: "MACHIAVELLI" and "MACHIAVELI."
  - h. Last Name Cut-off. A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database: "Brezzinnows" and "Brezzinnowski" and "Tohightower" and "Tohightowers."
  - i. Married Female Last Name Variations: A fuzzy Last Name match will be considered to have been made even though the data does not match on the Last Name of a female if the Date of Birth and Social Security Number match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
3. "Date Of Birth" fuzzy match includes one of the following:
- a. Two dates with a maximum of 1 digit in difference: "03/27/1945" and "03/27/1946."
    - i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a).

- ii. Only 1 entry mistake per full date is allowable: “03/27/1945” and “03/28/1946” are not a match under Rule 3(a).
  - b. Transposition of month and day portion of the Date of Birth: “05/11/1935” and “11/05/1935.”
  - c. If either Respondent’s systems or the DMF does not contain a complete Date of Birth, then a Date of Birth exact match will be found to exist where the data that is available on Respondent’s systems does not conflict with the data contained in the DMF. By way of example, if Respondent’s systems only contain a month and year of birth, an exact Date of Birth match will exist if the DMF record contains the same month and year of birth.
  - d. If the Respondent provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the Respondent provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the Respondent provided Date of Birth is within 2 years either before or after the DMF listed Date of Birth.
  - e. If the Respondent provided First and Last Name match exactly and there is an inaccurate, missing or incomplete Social Security Number, a match will be considered made if:
    - i. The Respondent supplied Date of Birth is a default Date of Birth (e.g., 01/01/1915) and the DMF year of birth is either an exact match or the DMF Date of Birth is within 1 year either before or after the Respondent provided Date of Birth (e.g., 01/01/1915 & 02/25/1915 or 01/01/1915 & 02/25/1916);
    - ii. The Respondent supplied Date of Birth matches exactly with the DMF month and day of birth and the DMF year of birth is within 5 years either before or after the Respondent supplied Date of Birth (e.g., 02/25/1915 & 02/25/1913 or 02/25/1915 & 02/25/1916);
    - iii. The Respondent supplied Date of Birth matches exactly with the DMF month and year and the DMF day of birth is not a match (e.g., 02/25/1915 & 02/15/1915 or 02/25/1915 & 02/7/1915); or
    - iv. The DMF Date of Birth is within 5 years either before or after the Respondent supplied Date of Birth and a search of that individual’s First and Last Name and Social Security Number (listed on the DMF) in Accurant for Insurance or an equivalent database results in an address matching an Respondent address for that policy.
4. A “Social Security Number” fuzzy match includes one of the following:
- a. Two Social Security Numbers with a maximum of 2 digits in difference, any number position: “123456789” and “123466781.”
  - b. Two consecutive numbers are transposed: “123456789” and “123457689.”
  - c. If a Social Security Number is less than 9 digits in length (with a minimum of 7 digits) and is entirely embedded within the other Social Security Number: “1234567” and “0123456789.”

## Reports of Matches

Auditor shall only include Category 1 Matches, Category 2 Matches, Category 3 Matches, and Category 4 Matches in a UPR upon verifying that it believes a benefit may be payable based upon the data that Auditor was provided.

#### **Other Matches and Mismatches**

Notwithstanding the fact that a life insurance policy (including a group life insurance certificate issued thereunder) is listed as a match, the Parties agree that there will not be a reportable match if Respondent is able to produce evidence sufficient to establish that the unique biological individual identified on Respondent's data is not the same as a unique biological individual identified on the DMF or such individual is not dead. Additionally, notwithstanding the fact that a policy (including a group life insurance certificate issued thereunder) is not found to be a match in accordance with the foregoing rules, Auditor may submit, in a separate report to be provided concurrently with the provision of Auditor's next due UPR, evidence sufficient to establish that a unique biological individual identified on Respondent's data is the same as a unique biological individual identified on the DMF. Once a match is submitted by Auditor pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that Respondent and Auditor are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the Agreement set forth in **Schedule D**. Auditor and Respondent agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Auditor and Respondent agree to use best efforts to develop new criteria for Auditor's identification of matches.

## **SCHEDULE C**

### **MISSING DATA LIFE POLICY UNCLAIMED PROPERTY REPORT AND UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT**

#### **Report Information:**

UPRs will only include property that Auditor believes to be payable in accordance with the terms of this Agreement.

#### **Report Formats:**

The following schedules set forth the specific data elements that shall be provided for each Missing Data Life Policy UPR and UPR submitted in accordance with the terms of this Agreement (with each data element representing a column heading on a report). Prior to the first submission of each of the below schedules, Respondent and Auditor will meet in order to make any changes to the column headings that are operationally necessary and mutually agreeable.

Schedule C-1:     Missing Data Life Policy Reports

Schedule C-2:     Other UPRs

a)     Life Insurance Report & Group Life Insurance Report

On each of the schedules set forth above, data elements that represent Respondent data are indicated with a "(C)," data elements that represent Auditor data are indicated with a "(A)," data elements that represent DMF data are indicated with a "(DMF)" and data elements that represent YES/NO are indicated with a "(Y/N)."

## **SCHEDULE C-1**

### **Missing Data Life Policy UPR Reports**

Respondent Code (C)
Admin System (C)
Product Line Code (C)
Policy Number (C)
Policy Issue Date (C)
Insured Full Name (C)
Insured First Name (C)
Insured Last Name (C)
Insured SSN (C)
Insured Date of Birth (C)
Insured Address (C)
Insured State (C)
State of Remittance (C)
Remittance Amount (C)

## SCHEDULE C-2: Other UPRs

### a) Life Insurance Report & Group Life Insurance Report

Respondent Code (C)
Admin System (C)
Product Line Code (C)
Policy Number (C)
Policy Issue Date (C)
Auditor Record Control ID (A)
Remittance Reason (A)
Overall Match Category Assignment (A)
Overall Perfect Matched Fields (A)
Insured Full Name (C)
DMF Full Name (DMF)
Insured First Name (C)
DMF First Name (DMF)
First Name Perfect Match (A)
Insured Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (A)
Insured SSN (C)
DMF SSN (DMF)
SSN Perfect Match (A)
Insured Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (A)
Insured Address (C)
Insured State (C)
Death or Maturity Date (A)
Dormancy Period Expiration Date (A)
State of Remittance (A)
Current Policy Status (C)
Current Policy Status Effective Date (C)
Indication of Co-insured (Y/N) (A)
Indication of Payment (Y/N) (A)
Property Type Code (A)
Original Face Amount (C)
Due Diligence Category (A)

## **SCHEDULE D**

### **REPORTING AND REMITTANCE PROCEDURES**

All Missing Data Life Policy UPRs and UPRs shall be subject to the following process for reviewing, resolving disputes, and reporting and remitting Proceeds due to DFS under the terms of the Agreement:

#### **I. ISSUANCE AND EXAMINATION OF MISSING DATA LIFE POLICY UPRs**

##### **A. Issuance of Missing Data Life Policy UPRs**

For each Missing Data Life Policy, the Respondent shall send at least one letter to the policy owner at the policy owner's last address as recorded on the Respondent's electronic administrative systems for that policy, provided, however, that no letter is required to be sent if there is no address, a known bad address or a bad address indicator for the policy on such systems. The mailing of such letters will commence within thirty (30) days<sup>1</sup> of the date it is determined under the Agreement that Missing Data Life Policies will be processed under this Section. The mailings may be made in stages in order to accommodate the volume of mailings, provided that (i) all Missing Data Life Policies in fully paid up status shall be issued prior to any mailings for Missing Data Life Policies in other statuses, and (ii) all mailings to be made pursuant to this provision shall be sent out within three (3) months of the initial mailing.

The Respondent will have two (2) calendar months from the date the letter is mailed within which to make confirmed contact with an owner, Beneficiary, or the legal representative of a Beneficiary. For the purposes of this subsection, "confirmed contact" means the Respondent has made contact with an owner, Beneficiary or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process any claim associated with the policy.

In the event that confirmed contact is not made with the owner, Beneficiary, or the legal representative of a Beneficiary within the allotted two (2) calendar month period, or if there is a known bad address, a bad address indicator or no address on the policy record, the property shall be subject to reporting and remittance pursuant to this Section and **Section V.** below. If confirmed contact is made with an owner of a policy who is alive, the Respondent shall make written or electronic notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person. If confirmed contact is made with a Beneficiary or the legal representative of a Beneficiary of a deceased insured, the Respondent shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which the Respondent makes contact with the Beneficiary or the Beneficiary's legal representative. The Respondent shall make payment of the claim per the terms of the applicable policy following contact with a Beneficiary or legal representative of a Beneficiary. If at the end of this two (2) calendar month period the Respondent has not paid the

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<sup>1</sup> All references in this **Schedule D** to the number of days by which an action is to take place are to be calculated in calendar days. If the last day on which an action is to take place is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

claim, the Proceeds shall be subject to reporting and remittance to DFS in accordance with this Section and **Section V.** below.

On the first day of each calendar month following the date it is determined under the Agreement that Missing Data Life Policies will be processed under this Section, the Respondent will submit Missing Data Life Policy UPRs to Auditor identifying Missing Data Life Policies for which the Respondent has determined that the Proceeds are to be remitted to DFS under the terms of this Section of **Schedule D.** Each Missing Data Life Policy UPR will be delivered in the format described in **Schedule C.** In addition, the Respondent shall provide Auditor with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation if any (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation, for reportable policies identified on Missing Data Life Policy UPRs. Such documentation shall include a breakdown of all charges or additions to the account, including but not limited to loans, premiums, service fees, interest, and dividends.

Within five (5) business days following the first day of each month after commencement of the due diligence mailings, the Respondent shall provide Auditor with a list of all Missing Data Life Policies that it has paid out or is maintaining in-force as a result of the due diligence process, and all policies for which confirmed contact with a Beneficiary or a Beneficiary's legal representative has been made but the Proceeds remain to be paid out. Auditor may perform audit techniques to confirm that the Respondent is appropriately maintaining in-force policies or has fully paid the Proceeds to the Beneficiaries following the due diligence process.

#### **B. Examination of Missing Data Life Policy UPRs**

Following its receipt of each Missing Data Life Policy UPR, Auditor shall perform audit procedures to confirm: (i) the accuracy and completeness of all reported information; (ii) that the Proceeds have been identified to be remitted to DFS; and (iii) that the amount of the Proceeds to be remitted has been properly calculated. Once Auditor has completed its audit procedures in connection with each Missing Data Life Policy UPR (or a portion thereof), it shall return the Missing Data Life Policy UPR (or a portion thereof) to the Respondent with any modifications or amendments it has determined are necessary. All property for which Auditor has made no modifications or amendments on the Missing Data Life Policy UPR shall be subject to the procedures for reporting and remittance to DFS in accordance with **Section V.** below.

The Respondent shall have up to twenty (20) days to review any modifications or amendments made to each Missing Data Life Policy UPR and notify Auditor of any disputes it has with any such modifications or amendments. Auditor and the Respondent shall meet in good faith to resolve any such disputes within twenty (20) days of receipt of notification. All property that the Respondent agrees is due to be remitted following its review of modifications or amendments made to a Missing Data Life Policy UPR or reconciliation of any disputes shall then be subject to the procedures for reporting and remittance to DFS in accordance with **Section V.** below. All disputes that remain unreconciled twenty (20) days after the Respondent and Auditor first meet to discuss each Missing Data Life Policy UPR may be referred by either the Respondent or Auditor to the dispute resolution process described in **Section II.5.** of the Agreement.

## **II. ISSUANCE OF UNCLAIMED PROPERTY REPORTS**

Separate UPRs shall be issued for: (i) Proceeds payable under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the "Life Insurance Reports"); and (ii) Proceeds payable under group life certificates upon an event of death or upon reaching Maturity Age (the "Group Life Insurance Reports").

The Respondent and Auditor shall meet in good faith to establish a timetable for the submission of UPRs, subject to the following understandings:

(i) The first set of UPRs shall be issued as soon as practicable after the Effective Date and shall identify Proceeds already in the Respondent's unclaimed property system for which Auditor has completed its review as of the time this first set of UPRs is issued.

(ii) Thereafter, on the first day of each calendar month, Auditor may submit a UPR identifying all life insurance policies identified on any list supplied to Auditor in accordance with **Section III.3** of the Agreement that Auditor has determined meet the conditions for remittance under the terms of the Agreement.

(iii) In addition to the foregoing, Auditor shall deliver a new Life Insurance Report, and Group Life Insurance Report on the first day of every calendar month beginning no later than ninety (90) days following the Effective Date of the Agreement or receipt of complete and functional data from the Respondent, whichever is later.

(iv) With the exception of the report and remittance of some Missing Data Life Policies (where applicable), it is contemplated that the Audit will be completed no later than 24 months from submission of the first set of UPRs, subject to data-related issues and/or receipt of necessary information from the Respondent.

The UPRs shall identify only one unique individual per certificate or policy. In the event that the procedures set forth in **Schedule B** result in more than one individual being identified as a possible insured, the UPR shall identify only that unique biological individual identified using the data with the most exact matching criteria which is most likely to be the individual identified on Respondent's data, as determined using the matching procedures of **Schedule B**. Once a match is submitted by Auditor, no other matches shall be submitted for that certificate or policy unless it is based on additional information that is received from Respondent or information uncovered by Respondent as a result of Respondent's UPR review.

### **III. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS**

#### **A. Review of Unclaimed Property Report**

Respondent shall have up to one calendar month to review each UPR in order to identify all Proceeds that it agrees are subject to reporting and remittance as well as any exceptions it may have to an UPR, provided, however, that Respondent shall have up to forty-five (45) days to review each Group Life Insurance Report. Once Respondent has completed its review of each UPR, within five (5) business days following the last day of that month, or within five (5) business days following the end of the review period for Group Life insurance reports, it shall provide Auditor with a list identifying: (i) all Proceeds that it agrees are subject to reporting and remittance in accordance with **Sections IV and V** below; and (ii) the exceptions for Proceeds that Respondent

has determined do not meet the criteria for reporting and remittance, together with the specific reasons for its determinations. Where the grounds for the exceptions are based on documents or data that have not been previously provided to Auditor, Respondent shall provide such data or documentation within a reasonable time period following the response to the UPR, not to exceed ten (10) business days.

#### **B. Review and Reconciliation of List of Exceptions**

Within twenty (20) days after Respondent has provided Auditor with its list of exceptions, Auditor shall determine whether it disputes any exception contained in Respondent's list of exceptions.

If Auditor disputes an exception to an UPR, then Auditor and Respondent shall meet in good faith to resolve the dispute within twenty (20) days after Auditor notifies Respondent of its intent to dispute any listed exceptions. All property that Respondent agrees is due to be reported and remitted following reconciliation shall then be subject to applicable post-reconciliation processes described in **Sections IV and V** below. All exceptions that remain unreconciled twenty (20) days after Respondent and Auditor first meet to discuss each UPR will be specifically identified by Auditor in its final audit report (the "**Final Audit Report**") to DFS. The Final Audit Report shall state Respondent's basis for objection for each disputed amount. Disputes shall be resolved in accordance with Florida law.

#### **IV. POST-RECONCILIATION PROCESSING FOR PROCEEDS IDENTIFIED ON UPRs TO DFS**

Respondent agrees that all Proceeds identified on a UPR that are due to be reported and remitted to DFS pursuant to **Section III** shall be subject to the following due diligence.

##### **A. Due Diligence**

1. **Due Diligence for Property Due: (a) Upon An Event of Death Under Life Insurance Policies (including Group Life Insurance Certificates Issued Thereunder); and (b) Upon Life Insurance Policies Reaching Maturity Age, but Excluding Property Due (i) Under Variable Life Insurance Policies (including group life insurance certificates issued thereunder) and (ii) Upon an Endowment Policy With a Maturity Age of 75 or Less Reaching Maturity Age.**

*i. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder) where: (a) the Respondent has performed due diligence for no less than the amount of time set forth in Subsection (ii) below and the property is already in the Respondent's unclaimed property system; (b) the Respondent does not have a last known address for the Beneficiary; or (c) the Respondent has made efforts to locate the Beneficiary subsequent to the initiation of the Audit for no less than the amount of time set forth in Subsection (ii) below but has not been able to locate or pay the beneficiary.*

All Proceeds within this category where the property is already in the Respondent's unclaimed property system shall be immediately subject to reporting and remittance to DFS in accordance with **Sections IV.B and V** below.

All Proceeds within this category where the Respondent does not have a last known address for the Beneficiary immediately shall be subject to the procedures for reporting and remittance to DFS in accordance with **Sections IV.B and V** below after allowing ten (10) days for the Respondent to calculate the amounts due under each policy. Respondent shall be deemed to have no last known address for a Beneficiary where, according to the Respondent's books and records: (a) there is no last known address for the Beneficiary, insured; or (b) there is a bad address indicator on the policy record for all last known addresses for all of the foregoing.

For Proceeds within this category where the Respondent made efforts to locate the Beneficiary subsequent to the initiation of the Audit but has not been able to locate or pay the Beneficiary, Respondent shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. For Proceeds within this category Respondent may elect to write at least one letter and send at least one email to the Beneficiary based on information contained in the Respondent's files for that life insurance policy, but all property within this category immediately upon execution of this Agreement shall be subject to the procedures for reporting and remittance to DFS in accordance with **Sections IV.B and V** below after allowing ten (10) days for the Respondent to calculate the amounts payable under each life insurance policy.

In no event may property under this subsection be excluded from reporting and remittance pursuant to **Sections IV.B and V** below unless Respondent has made confirmed contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary prior to the termination of the reporting and remittance process after which no further changes will be made to the report. For the purposes of this subsection, "confirmed contact" means Respondent has made contact with a Beneficiary, or a Beneficiary's legal or properly designated representative, and has begun to collect the documentation and information necessary to process the claim. Thereafter, Respondent shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which Respondent makes contact with the Beneficiary or the Beneficiary's legal or properly designated representative. Respondent shall make payment of the claim per the terms of the applicable life insurance policy following contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary. If at the end of this two (2) calendar month period Respondent has not paid the claim, the Proceeds shall be subject to reporting and remittance to DFS in accordance with **Sections IV.B and V** below.

If Respondent makes confirmed contact with the Beneficiary or the Beneficiary's legal or properly designated representative but is unable to pay the Proceeds within the two (2) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Respondent's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured if there is no last known address for the Beneficiary.

ii. *Proceeds due under life insurance policies (including group life insurance certificates issued thereunder) that do not fall within Subsection (i) above.*

Except as set forth below, there is no limitation on the amount or means of outreach Respondent may conduct to contact the Beneficiary for Proceeds within this category. Respondent will have a two (2) calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact with the legal or properly designated representative of a Beneficiary, commencing at the end of the calendar month during which Respondent has confirmed that the property is subject to reporting and remittance under **Section III.A**. For purposes of this subsection, "confirmed contact" means Respondent has made contact with a Beneficiary or a Beneficiary's legal or properly designated representative, and has begun to collect the documentation and information necessary to process the claim. If Respondent has not made confirmed contact by the end of the two (2) calendar month due diligence period, the Proceeds shall be subject to the procedures for reporting and remittance to DFS in accordance with **Sections IV.B and V** below. If Respondent has made confirmed contact within the two (2) calendar month due diligence period, Respondent shall pay the Beneficiary within two (2) calendar months from the expiration of the due diligence period. If at the end of this second two (2) calendar month period Respondent has not paid the claim, the Proceeds shall be subject to the procedures for reporting and remittance to DFS in accordance with **Sections IV.B and V** below. Respondent shall make payment of the claim per the terms of the applicable life insurance policy following contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary.

If Respondent does not make confirmed contact with the Beneficiary or the Beneficiary's legal or properly designated representative by the end of the two (2) calendar month due diligence period, or pay the Proceeds within the six (6) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Respondent's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured if there is no last known address for the Beneficiary.

**2. Due Diligence for Property Due: (a) Under Variable Life Insurance Policies (including Group Life Insurance Certificates Issued Thereunder); and (b) Upon an Endowment Policy With a Maturity Age of 75 or Less Reaching Maturity Age**

Respondent shall send one or more notification letters to, and may otherwise attempt to notify, the Beneficiary. If there is no response to a notification letter within 180 days (six months) after the initial notification letter is sent and the property is not paid to the Beneficiary (or otherwise dealt with in accordance with direction from the Beneficiary) in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in **Sections IV.B and V** below.

At least one letter shall be sent to the last known address on Respondent's books and records, as of the time it receives the UPR, for the Beneficiary. If at any time prior to the expiration of the 180 day period described above, Respondent determines that the Beneficiary cannot be located, the property shall be subject to the reporting and remittance process described in **Sections IV.B and V** below.

## **B. Reporting of Results of Due Diligence for UPRs**

Within five (5) business days following the end of each calendar month, Respondent shall provide Auditor with a list of all property that it has paid out as a result of the due diligence process, all property for which confirmed contact with a Beneficiary or a Beneficiary's legal or properly designated representative has been made but the property remains to be paid out, and all property that is to be remitted to DFS. Auditor may perform appropriate audit techniques to confirm that Respondent fully paid the Proceeds to the Beneficiary following the due diligence process.

Respondent shall provide Auditor with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit or maturity calculation for each reportable policy. Such documentation shall include access to all post date of death debit/charges or additions to the account, including but not limited to loans, premiums, service fees, interest, dividends, etc. Auditor may test a reasonable percentage of such Proceeds to ensure that the correct calculations have been made. Any disputes regarding the amount of benefits due shall be subject to the same reconciliation and resolution process described in **Section III** above.

## **V. REPORT AND DELIVERY PROTOCOL FOR PAYMENT OF PROCEEDS TO DFS**

Records of Property to be reported and remitted will be generated on the last day of the calendar month: (a) in which the one calendar month review period for property in the Respondent's unclaimed property system ends; (b) in which the due diligence period ends; (c) in which the valuation period provided for in **Section IV.A.1(i)** ends if it is determined that no due diligence is required with respect to the Proceeds; or (d) in which the processing of Missing Data Life Policy UPRs described in **Section I.** above is completed. Payment of all Proceeds to be reported and remitted shall be delivered as of the 10th day of the following month.

The report must correctly identify the full name, taxpayer identification number or social security number, date of birth, and last known address of the person(s) who own the unclaimed property to the extent this information is available in the Respondent's electronic administrative systems. In addition, to the extent this information is available in the Respondent's electronic administrative systems, the report must correctly identify the full name, taxpayer identification number or social security number, date of birth, and last known address of the insured and of the beneficiary. Corrections of any errors or omissions must be made to the report and delivered to the person making the request within fourteen (14) days of receipt of the request of the DFS or Auditor to correct the report.

**Company agrees that all Proceeds to be reported and remitted to DFS pursuant to this Agreement shall be reported by Company to DFS with a notation indicating that the report is made pursuant to the Audit, and shall be reported and remitted by Company to DFS through Verus. However, Missing Data Life Policies reported and remitted after the end of the Audit, if any, shall be reported and remitted directly to DFS. Further, Respondent agrees that it shall provide to Auditor a copy of all such reports and remittances. Respondent further agrees that no Proceeds to be reported and remitted to DFS pursuant to this**

Agreement shall be included in any annual filings or any supplemental filings made by Respondent to DFS. Nothing in this Agreement, however, shall prohibit Respondent from identifying and remitting Proceeds to a Beneficiary if permitted or required by DFS's UP Laws. At such time as the Respondent provides notice of remittance to a Beneficiary under DFS's UP Laws, the Respondent shall provide a copy of the notice of remittance to Auditor. DFS and Auditor shall have access to all relevant records documenting the identification of the Beneficiary and the remittance of Proceeds pursuant to this Section.

Auditor and Respondent mutually agree to deliver all notices and reports required under the Agreement according to the following protocols.

Reports provided to Respondent shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Auditor and Respondent mutually agree in writing) to Chandler S. Rohwedder at [crohwedder@aflac.com](mailto:crohwedder@aflac.com). Respondent may designate in writing to Auditor one or more persons to receive such reports instead of Ms. Rohwedder.

Reports provided to Auditor shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Auditor and Respondent mutually agree in writing) to Mr. Steven Haley, at [shaley@verusfinancial.com](mailto:shaley@verusfinancial.com).

Where Auditor is to provide notice to DFS under **Section II.5.** of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by Auditor. Where DFS is to provide notice or a report to Respondent under **Section II.5.** of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by DFS to **Respondent**.

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Ms. Rohwedder, of Respondent, or Mr. Haley, of Auditor, for resolution.