

REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement (“Agreement”) is entered into by and between the following insurance companies: Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York (the surviving company following the merger of First Great-West Life & Annuity Insurance Company of New York and The Canada Life Insurance Company of New York), First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)(collectively “Great-West” or the “Company”) and 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 multi-state targeted market conduct examination of the Company called on December 5, 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 as the “Departments.” The Departments and the 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 (“DMF”) 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 and annuities are timely paid 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 engaging in any 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 the differences between the Parties as to the interpretation and enforcement of Insurance Laws and all claims that the Departments have asserted or may assert with respect to the Company’s claim settlement practices related to the use of the DMF;

WHEREAS, certain divisions of the Company have a long-standing practice of conducting DMF comparisons of certain annuity contracts in payout mode and, either directly or through its brokers, related to the corporate/bank-owned life insurance business;

WHEREAS, the Company represents that when it learned of a match against the DMF, it referred the case to the appropriate divisions within the Company to determine whether a death claim needed to be opened;

WHEREAS, although the Company performed DMF comparisons for portions of its annuity and corporate/bank-owned life insurance business, prior to August 2011, the Company did not have procedures in place to perform regular DMF comparisons to identify when insureds under in-force life policies or annuitants in the "accumulation" phase or payout out mode have died so that the death claim process can be initiated, beneficiaries can be searched for and contacted, and any remaining unclaimed death benefits can be escheated;

WHEREAS, the Company represents prior to the commencement of this Examination, beginning in 2011 and through 2013, it has adopted procedures to perform an enterprise-wide comparison against the DMF of its entire in-force blocks of life insurance and annuity contracts, as well as certain terminated life insurance policies, for the period 2001 through the present, and that the Company has paid beneficiaries and has paid funds to or has established liabilities to be paid to states as unclaimed property;

WHEREAS, the Departments assert that the Company's prior asymmetrical DMF usage is inconsistent with certain obligations under the Insurance Laws, and the Company asserts that its practices were not asymmetrical and in fact complied with Unclaimed Property and Insurance Laws; and

WHEREAS, the Company has cooperated with the Departments and their 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 in a manner they believed to be in the best interest of the Company's Policyholders.

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. **"Annuity Contract"** means a fixed or variable annuity contract other than a fixed or variable annuity contract issued (1) in connection with an employment based plan subject to the Employee Retirement Income Security Act of 1974 and/or issued in connection with Sections 401, 403 or 457 of the Internal Revenue Code, or (2) to fund an employment-based retirement plan, including any deferred compensation plans.
 - b. **"Annuity Contract Owner"** means the owner of an Annuity Contract.

- c. **"Beneficiary" or "Beneficiaries"** means the party or parties entitled or contingently entitled to receive the Proceeds from a Policy or an Annuity Contract.
- d. **"Company Records"** means in-force and certain lapsed Policies and Annuity Contract 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 date of the applicable policy.
- e. **"Date of Death"** means the date on which an Insured has died.
- f. **"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, Date of Death Notice shall include, but not be limited to, the date the Company received information of a DMF match or any other source or record maintained or located in Company Records.
- g. **"DMF"** means a version of 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.
- h. **"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.
- i. **"Effective Date"** means the date this Agreement has been executed by the Company, each of the Departments of Insurance of California, Florida, New Hampshire, North Dakota, and Pennsylvania (the **"Lead Departments"**) and the Departments of at least thirteen (13) of the **"Participating States."**
- j. **"Exception"** means a fact situation described in subparagraphs i. – ii. below which serves to exclude the Proceeds from payment to a beneficiary or escheatment as a result of a DMF Match:
 - i. for death benefits under a Policy and Annuity Contract: (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, (ii) the existence of an exclusionary event or (iii) pending litigation; (d) the beneficiary is a minor and

unable to accept payment of the Proceeds under applicable Uniform Transfer to Minors Act; (e) the death benefit under an Annuity Contract is within the five (5) year deferral period under the Internal Revenue Code and the Beneficiary has indicated an intent to defer; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second to die policy; (g) the dormancy period has not expired; (h) claims received under non-Recordkeeper group life insurance or annuity contracts (including group life insurance or annuity certificates issued where the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance or annuity benefit is due or is unable to determine the benefit amount without contacting a third party); or (i) 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);

ii. for Annuities that have reached their Maturity Date: (a) there is no benefit due and payable on the Maturity Date; (b) documented contact has occurred with the Annuity Contract Owner including but not limited to a request by the Annuity Contract Owner to change the designation of a Beneficiary, Annuity Contract Owner or annuitant; a non-automated request to reallocate the value of the Annuity contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the Annuity contract; (c) the Annuity Contract Owner has taken action which is inconsistent with the desire to annuitize; (d) the value of the Proceeds payable upon Maturity Date is the subject of pending litigation; and/or (e) the full value of any benefits due and payable upon the Maturity Date has in fact been remitted to the Annuity Contract Owner or Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s).

- k. **“Future Settlement Agreement”** means any agreement entered into by any other insurer and the Departments concerning the subject matter of this Agreement.
- l. **“Insurance Laws”** means the insurance laws, rules and regulations in effect in each of the Department’s jurisdictions and any official guidance issued by one or more of the Department under such laws, rules and regulations.
- m. **“Insured”** means an individual identified in a Policy or Annuity Contract whose death entitles a beneficiary or other person to file a claim for, or otherwise receive “Proceeds” in accordance with the terms of the Policy or Annuity Contract.

- n. **"Maturity Date"** means the date in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended with documented contact with the Annuity Contract Owner, or (ii) the Annuity Contract Owner has taken action with respect to the Annuity Contract that is inconsistent with a desire to annuitize. For purposes hereof, "action in respect to the Annuity Contract that is inconsistent with a desire to annuitize" shall mean a partial annuitization, a partial withdrawal of contract value (including required minimum distributions or systematic withdrawals, unless such distributions or withdrawals remain uncashed, and partial exchanges of the Annuity Contract for another annuity contract), termination or surrender of the Annuity Contract, payment of all Proceeds due, fund transfers, beneficiary changes, or payment of additional annuity considerations.
- o. **"Policy"** means any individual life insurance 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, 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 coverage.
- p. **"Proceeds"** means the benefits payable under a Policy or Annuity Contract of the Company.
- q. **"Recordkeeping"** means maintaining 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.
- r. **"Thorough Search"** means that the:
 - i. Company shall use its best efforts, as described below, to identify, and determine a current address for, and contact the Beneficiary. The Company shall make at least two (2) attempts to contact the Beneficiary in writing at the address maintained in Company Records.
 - a. Protocol for No Response to Letters

- i. If no response to the letters in (i) above is received, 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 telephone number exists in the Company Records or is obtained by the Company by an online search or locator tool;
- ii. If no response to the calls described in (a)(i) above is received or no telephone number is available, the Company shall attempt to contact the Beneficiary at the most current available e-mail address, if any, that exists in the Company Records;
- iii. If no response to the e-mail described in (a)(ii) above is received or no e-mail address exists in the Company Records, the Company shall conduct research to locate a more updated or accurate mailing address using a national online search or locator tool, such as Lexis Nexis, Accurint or other comparable databases and send a third and final first class letter to the Beneficiary at the address, if any, found by the Company using such database service.

b. Protocol for Returned Mail

- i. If any writing described in (i) above 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 a national online search or locator tool, such as Lexis Nexis, Accurint or other comparable databases;
- ii. If the Company obtains an updated address using national online search or locator tools described in (b)(i) above, the Company shall make at least two (2) attempts in writing to contact the Beneficiary at that address;
- iii. If no response to the letters in (b)(i) or (b)(ii) is received or there is no updated address found or the letters described in (b)(ii) are 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 or is obtained by the Company by a national online search or locator tool;

- iv. If no response to the calls described in (b)(iii) above is received by the Company or no telephone number is available, the Company shall attempt to contact the Beneficiary at the most current available e-mail address, if any, that exists in the Company Records;
- v. If no response is received by the Company to the activities of (b)(iii) or (b)(iv) above, Company shall send a third and final first class letter to the address identified in (b)(i), if any.

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

The Company may utilize any alternative methodology to the above process to locate a Beneficiary that the Company can demonstrate to the Lead States provides equivalent or better results or that complies with applicable state Insurance Laws or Unclaimed Property Laws relating to DMF matches and beneficiary outreach and payment requirements.

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) as Unclaimed Property in accordance with Unclaimed Property Laws.

Notwithstanding the foregoing, the Company's obligation to conduct a Thorough Search shall cease upon documented contact with a Beneficiary. In the event that the Company fails to locate a Beneficiary, including through the efforts described above, the Company shall report and remit the policy proceeds in accordance with the applicable jurisdiction's Unclaimed Property Laws.

- s. "Unclaimed Property" means property subject to state Unclaimed Property Laws.
- t. "Unclaimed Property Audit Agreement" means (i) the Global Resolution Agreement between the Company, Verus Financial, LLC

and the Unclaimed Property regulators and (ii) the agreement between the Company and the Florida Department of Financial Services.

- u. "Unclaimed Property Laws" means the Laws, Rules and Regulations regulating unclaimed property in each of the Departments' jurisdictions that apply to insurance companies.

2. **Specific Business Practices and Reforms.** For the term of this Agreement, the Company will institute the following policies and procedures in those states where the applicable Insurance or Unclaimed Property Laws do not already provide for DMF matching and beneficiary outreach and payment procedures, or continue the same if they have been heretofore adopted, as the case may be:

- a. The Company shall compare all Insureds in its Company Records against the complete DMF, and against any updates to the DMF at least quarterly thereafter. 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 the 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. 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. 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) within three (3) or five (5) years, as applicable, from the Date of Death.
- 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 this Agreement. Nothing herein is intended nor shall be deemed to determine, waive or otherwise satisfy the requirements for establishing proof of death for any purpose, or to confer any rights on any party other than the Company and the Departments.
- d. In the event of a DMF Match, such match will be deemed a Date of Death for all of Company's applicable lines of business.
- e. In the event that one of the Company's lines 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 or Annuity Contract then that line of business shall share the relevant Insured information among applicable lines of business.

- f. In the event that the beneficiary contacts the Company as a result of 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 or Annuity Contract. The Company reserves the right to require satisfactory confirmation of death, including 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 or Annuity Contract. 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.
- 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 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 or Annuity Contracts.
- 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 six (6) months after the Effective Date of this Agreement the Company shall establish policies and procedures to ensure that:
 - i. With respect to any Annuity Contract for which an Exception does not apply, at least two (2) first class mail letters are sent to an Annuity Contract Owner, with the first letter mailed no less than forty-five (45) days and the second letter (if no response to the first letter is made) no less than twenty (20) days prior to the Maturity Date of an Annuity Contract that: (a) identifies the options available to the Beneficiary (e.g., annuitization, extension of the Maturity Date; surrender of the Contract); and (b) notifies the Annuity Contract Owner that an extension of the Maturity Date requires affirmative consent;

- ii. If any letter described in 2(i)(i) above is returned as undeliverable, the Company shall promptly conduct research to locate a more updated or accurate mailing address using a national online search or locator tool such as Lexis Nexis or Accurint or other comparable database and send a final first class letter to the Annuity Contract Owner at the address, if any, found by the Company using such database service;
 - iii. An affirmative request by an Annuity Contract Owner or authorized representative shall be required by the Company before a Maturity Date is extended, and such request will be recorded in the Company's books and records;
 - iv. If the Company's letters described in (i) and/or (ii) above are not returned to the Company as undeliverable and the Company receives no response to the letters, the Company will effect the Annuity Contract's annuity maturity contractual default option as soon as reasonably practicable, but in no event more than forty-five (45) days following the Maturity Date, unless the Annuity Contract expressly requires otherwise, in which case the Company will administer the Annuity Contract in accordance with its terms.
- j. 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 or Annuity Contract, and upon any change of a Beneficiary, the Company shall request, at a minimum, the name, address, date of birth, social security number, and telephone number of every Insured and Beneficiary of such Policy or Annuity Contract, as applicable.
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 Departments quarterly reports on the implementation and execution of the requirements of this Agreement. Each report shall be delivered to each of the Lead Departments 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 assist the Departments in monitoring compliance with the requirements of this Agreement.
 - b. Thirty-Nine (39) months following the Effective Date the Lead Departments shall conduct a multi-state examination of Company's compliance with the requirements of this Agreement that shall be a

continuation of the Multi-State Examination. The Lead Departments shall provide a report summarizing the results of that examination to the Company and Departments. The examination shall be performed with the cost of the examination to be borne by Company in accordance with the Lead Departments 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, controlling case law, or regulations then in effect in that jurisdiction or (ii) that a Future Settlement Agreement with a company possessing substantial market share is more favorable than this Agreement. 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 from the Departments or any other governmental agency or official within the States signing this agreement 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 incurred after the date of this Agreement and 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 or has adopted any Insurance Law or Unclaimed Property 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 or Unclaimed Property Law of that jurisdiction after the Effective Date of this Agreement shall be deemed to comply with the 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 years following the Effective Date, the Lead Departments 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 or applicable state Insurance and Unclaimed Property Laws relating to DMF matches, the Multi-State Examination will be closed. The Agreement will thereafter terminate ("the Termination Date") upon 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 Departments 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. Proceeds under Annuity Contracts shall be determined in accordance with the contract terms.
- c. Beneficiaries shall not be charged for any fees or costs associated with a search or verification conducted pursuant to this Agreement.
- d. The Company shall comply with 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 \$250,000 (the "Payment") for the examination, compliance and monitoring costs incurred by the Departments associated with the Multi-State Examination which funds may be used for any purpose permitted by law. The Lead Departments shall be responsible for allocating the Payment among the Departments. The Company agrees to remit the Payment within ten (10) days after the Effective Date and after the Lead Departments provide the Company with payment directions. 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 Departments for reasonable third-party expenses, including expenses for consultants, incurred in connection with the Lead Department's 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 or any similar database and 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. No amendment or modification of any provision of this Agreement, or consent to any departure from this Agreement, shall be effective unless in writing and signed by the Party to be charged therewith, and then such modification or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 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 with respect to the subject matter of the Multi-State Examination.
- e. Subject to the Company's performance of and 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 is intended to relieve or release the Company from its obligations under this Agreement nor preclude the Lead Departments from conducting subsequent Multi-State Examinations to assess the Company's compliance with, or from enforcing, 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 or Annuity Contracts.
- i. To the extent that any laws, rules, or regulations 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 the 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. Company agrees that the Departments may adopt, agree to and approve the RSA through the issuance of an order, provided that it contains no provisions other than those set forth in the RSA.

7. **Enforcement.** The failure to 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.

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

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch); and each of its predecessors, successors, and assigns and subsidiaries

BY: *R. Schultz*, *General Counsel*
Signature, Title

Richard Schultz,
Printed Name, Title

DATE: *3/21/19*

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: David Altman
DAVID ALTMAIER, COMMISSIONER

DATE: 4/22/19

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
JON GODFREED, COMMISSIONER

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE:

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
JON GODFREED, COMMISSIONER

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

BY: 
RICARDO LARA, COMMISSIONER

DATE:

4/30/2019

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE:

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
JON GODFREED, COMMISSIONER

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE: 04/17/19

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE:

NORTH DAKOTA INSURANCE
DEPARTMENT

BY:  _____
JON GODFREAD, COMMISSIONER

DATE: 7/1/19

CALIFORNIA DEPARTMENT OF INSURANCE PENNSYLVANIA INSURANCE
DEPARTMENT DEPARTMENT

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE:

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
JON GODFREAD, COMMISSIONER

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: Jessica Altman
JESSICA ALTMAN, COMMISSIONER

DATE: 7/15/2019

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

SCHEDULE A
RULES FOR IDENTIFYING DEATH MATCHES

In comparing the Company's records of its insured's, annuitants, and Annuity Contract owners, 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 insured's, annuitants, and Annuity Contract owners against the DMF, the Company shall utilize the following 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's records matches exactly to the 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.

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 with 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: "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. 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 such individual is not dead.

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the Arkansas Insurance Department, I, Allen Kerr, hereby adopt, agree, and approve this Agreement.

BY: 

JURISDICTION: Arkansas Insurance Department

TITLE: Commissioner

DATE: July 15, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Melissa Grisham

MAILING ADDRESS: 1200 W. 3rd St., Little Rock, AR 72201

PAYMENT MADE TO: Arkansas Insurance Department

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Kentucky (Jurisdiction), I, Russ Hamblen (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: _____

(Signature)

JURISDICTION: Kentucky

TITLE: Chief Market Conduct Examiner

DATE: 7.17.19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Russ Hamblen

MAILING ADDRESS: 215 W. Main Street

Frankfort, KY 40601

PAYMENT MADE TO: Kentucky

State Treasurer

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the State of Alaska, I, Lori Wing-Heier, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: State of Alaska

TITLE: Director

DATE: July 16, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Willard Jackson

MAILING ADDRESS: PO Box 110805

Juneau, AK 99811-0805

PAYMENT MADE TO: State of Alaska

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of Montana (Jurisdiction), I, Matthew M. Rosendale
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: Matthew M. Rosendale
(Signature)

JURISDICTION: Montana

TITLE: Commissioner

DATE: 7-18-2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Jeannie Keller
MAILING ADDRESS: 840 Helena Ave
Helena, MT 59601
PAYMENT MADE TO: MT Commissioner
of Securities and Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of The Idaho Department of Insurance (Jurisdiction), I, Dean L. Cameron (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: The Idaho Department of Insurance

TITLE: Director

DATE: 7/18/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: October Nickel

MAILING ADDRESS: 700 W. State Street

Boise, Idaho 83720

PAYMENT MADE TO: _____

Idaho Department of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of New Mexico, I, John G. Franchini, Superintendent of Insurance, hereby adopt, agree, and approve this Agreement.

BY: John D. Franchini
(Signature)

JURISDICTION: New Mexico

TITLE: Superintendent of Insurance

DATE: 7/31/2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Mark Jordan

MAILING ADDRESS:

PO Box 1269
Santa Fe, NM 87504-1689

PAYMENT MADE TO: Office of Superintendent of Insurance

Please return this form to:

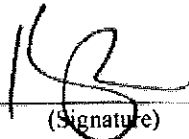
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
bburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)

EXAMINATION RESOLUTION AGREEMENT

On behalf of Illinois, I, Kevin Fry, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Illinois

TITLE: Deputy Commissioner, Department of Insurance

DATE: July 30, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Erica Weyhenmeyer

MAILING ADDRESS:

320 W. Washington

Springfield, IL 62711

PAYMENT MADE TO: Director of Insurance, State of Illinois

Please return this form to:

Bridget Burke, Paralegal

Pennsylvania Insurance Department

Office of Chief Counsel

1341 Strawberry Square

Harrisburg, PA 17120

briburke@pa.gov and copy: psantillanes@naic.org

Fax: 717-772-1969

SCHEDULE B
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Indiana Department of Insurance, I, Stephen W. Robertson, hereby
adopt, agree, and approve this Agreement.

BY 
(Signature)

JURISDICTION: Indiana

TITLE: Commissioner

DATE: 8-1-2019

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Holly Lambert

MAILING ADDRESS: 311 W. Washington St.,
Suite 103, Indianapolis, IN 46204

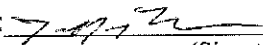
PAYMENT MADE TO: _____

Indiana Department of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
brburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
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Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the Wyoming Department of Insurance (Jurisdiction), I, Jeff Rude, Interim Commissioner (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Wyoming Department of Insurance

TITLE: Interim Commissioner

DATE: July 31, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Becky McFarland, Staff Attorney

MAILING ADDRESS: 106 East 6th Avenue, Cheyenne, WY 82002

PAYMENT MADE TO: "Wyoming State Treasurer"

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
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Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of the Vermont Dept. of Financial Regulation (Jurisdiction), I,
Christina R. Rouleau (Chief Insurance Regulator), hereby adopt, agree, and approve this
Agreement.

BY:


(Signature)

JURISDICTION: Vermont Dept. of Financial Regulation

TITLE: Director of Market Regulation & Producer
Licensing

DATE: July 17, 2019

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Thomas Taylor

MAILING ADDRESS: VT Dept. of Financial Regulation, 89
Main Street, Montpelier, VT 05620-3101

PAYMENT MADE TO: VT Dept. of Financial Regulation

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of West Virginia (Jurisdiction), I, James A. Dechillo
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY 
(Signature)

JURISDICTION: West Virginia

TITLE: Insurance Commissioner

DATE: 7/16/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: _____
Cheri Harpold
MAILING ADDRESS: _____ West Virginia Insurance Commission
900 Pennsylvania Avenue

Charleston, WV 25302
PAYMENT MADE TO: _____ West Virginia Insurance Commission

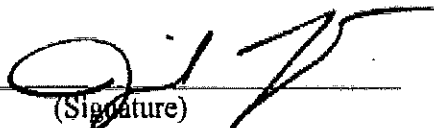
Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

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EXAMINATION RESOLUTION AGREEMENT

On behalf of The Ohio Department of Insurance, I, Jillian Froment, as Director, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Ohio Department of Insurance

TITLE: Director

DATE: 8/7/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Angela Dingus, Chief Market Conduct

MAILING ADDRESS: Ohio Department of Insurance

50 West Town St.

Columbus, Ohio 43215

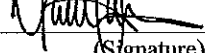
PAYMENT MADE TO: Treasurer, State of Ohio

Please return this form to:

Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
bburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Minnesota Department of Commerce (Jurisdiction), I, Matthew Vatter (Chief Insurance Regulator) hereby adopt, agree, and approve this Agreement.

BY:  _____
(Signature)

JURISDICTION: Minnesota Department of Commerce

TITLE: Assistant Commissioner of Enforcement

DATE: August 8, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Paul Hanson

MAILING ADDRESS: _____

85 7th Place E, St. Paul, MN 55101


PAYMENT MADE TO: _____

State of Minnesota

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Virginia (Jurisdiction), I, Scott A. White
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: **Virginia**

TITLE: **Commissioner of Insurance**

DATE: **August 9, 2019**

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Julie R. Fairbanks

MAILING ADDRESS: 1300 E. Main Street

Richmond, VA 23219


PAYMENT MADE TO: Treasurer of Virginia

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the **Maine Bureau of Insurance** (Jurisdiction), I, **Eric A. Cioppa**
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

Maine Bureau of Insurance

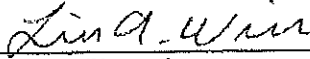
BY: 
(Signature)

JURISDICTION: **Maine**

TITLE: **Superintendent**

DATE: 9-9-19

Office of the Attorney General of Maine

BY: 
(Signature)

JURISDICTION: **Maine**

TITLE: **Assistant Attorney General**

DATE: 08/08/19

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Ann Tarr

MAILING ADDRESS: Maine Bureau of Insurance

U.S. Postal Service: 34 State House Station, Augusta, ME 04333

Private Deliveries (UPS, FedEx): 76 Northern Ave., Gardiner, ME 04345

PAYMENT MADE TO: Treasurer, State of Maine

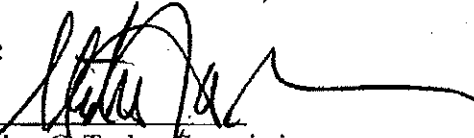
Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
brburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the District of Columbia, Department of Insurance, Securities and Banking (Jurisdiction), I, Stephen C. Taylor (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

Department of Insurance, Securities and Banking

BY:


Stephen C. Taylor, Commissioner

JURISDICTION: District of Columbia

DATE: August 15, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Philip Barlow, Associate Commissioner of Insurance

MAILING ADDRESS: 1050 First Street, NE, 8th Floor
Washington, DC 20002

PAYMENT MADE TO: District of Columbia Treasurer

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
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Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the New Jersey Department of Banking and Insurance (Jurisdiction), I, Marlene Caride (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: MCaride
(Signature)

JURISDICTION: New Jersey

TITLE: Commissioner

DATE: 8/15/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Ralph J. Boeckman

MAILING ADDRESS: 20 West State Street, 9th Floor

Trenton, NJ 08625

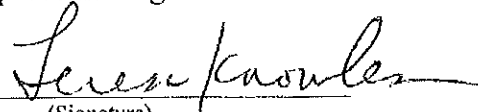
PAYMENT MADE TO: State of New Jersey, General Treasury

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, GREAT-WEST LIFE &
ANNUITY INSURANCE COMPANY OF NEW YORK, FIRST GREAT-WEST LIFE &
ANNUITY INSURANCE COMPANY, THE CANADA LIFE INSURANCE COMPANY
OF NEW YORK, THE CANADA LIFE ASSURANCE COMPANY (U.S. BRANCH), THE
GREAT-WEST LIFE ASSURANCE COMPANY (U.S. BRANCH), AND CANADA LIFE
INSURANCE COMPANY OF AMERICA AND CROWN LIFE INSURANCE
COMPANY (U.S. BRANCH)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of North Carolina (Jurisdiction), I, Teresa Knowles (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: North Carolina

TITLE: Deputy Commissioner

DATE: August 9, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Teresa Knowles

MAILING ADDRESS: 325 N. Salisbury Street

Market Regulation Division, 9th Floor, Raleigh NC 27603

PAYMENT MADE TO: North Carolina Department of Insurance

Please return this form to:

Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
bburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)

EXAMINATION RESOLUTION AGREEMENT

On behalf of the Washington State Office of Insurance Commissioner,
(Jurisdiction)

I, Mike Kreidler, hereby adopt, agree, and approve this Agreement.
(Chief Insurance Regulator)

BY: 
Mike Kreidler (Signature)

JURISDICTION: Washington State Office of Insurance Commissioner

TITLE: Insurance Commissioner

DATE: August 14 / 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi State Examination Payment should be sent from the company:

CONTACT NAME: Kriscinda Hansen
Fiscal Analyst

MAILING ADDRESS: PO Box 40255
Olympia, WA 98504-0255

PAYMENT MADE TO: Office of Insurance Commissioner

Please return this form to:

Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, Pennsylvania 17120
briburke@pa.gov and copy: psantillanes@naic.org Fax: 717-772-1969


**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)

EXAMINATION RESOLUTION AGREEMENT

On behalf of the Tennessee Department of Commerce and Insurance, I, Carter Lawrence, as Interim Commissioner, hereby adopt, agree, and approve this Agreement.

BY:



(Signature)

JURISDICTION:

Tennessee Department of Commerce and Insurance

TITLE:

Interim Commissioner

DATE:

8/15/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the Company.

CONTACT NAME:

Lorrie Brouse, Deputy Commissioner

MAILING ADDRESS:

500 James Robertson Parkway
Nashville, TN 37243

PAYMENT MADE TO:

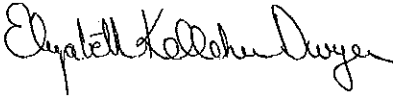
Tennessee Department of Commerce and Insurance,
Insurance Education Fund – CI779

Please return this form to:

Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
bburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Rhode Island (Jurisdiction), I, Elizabeth Kelleher Dwyer (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Rhode Island

TITLE: Deputy Director and Superintendent of Insurance

DATE: 8/15/2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Sarah Tolentino

MAILING ADDRESS: 1511 Pontiac Ave, Bldg. 69-2

Attn: Insurance Division

Cranston, RI 02920

PAYMENT MADE TO:

General Treasurer, State of Rhode Island

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Mississippi (Jurisdiction), I, Mark Haire
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: Mark Haire
(Signature)

JURISDICTION: Mississippi

TITLE: Deputy Commissioner

DATE: 8-14-19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Nancy Stuart

MAILING ADDRESS: Attn: Nancy Stuart

Mississippi Insurance Department P.O. Box 79

Jackson, MS 39205

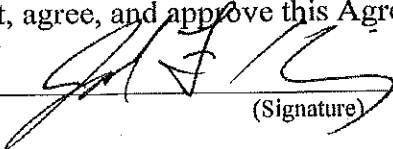
PAYMENT MADE TO: Mississippi Insurance Department

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of THE STATE OF GEORGIA, I, JOHN F. KING,

hereby adopt, agree, and approve this Agreement.

BY: 

(Signature)

JURISDICTION: THE STATE OF GEORGIA

TITLE: COMMISSIONER, OFFICE OF INSURANCE AND FIRE SAFETY

DATE: AUGUST 12, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Sarah U. Crittenden, Esq.

MAILING ADDRESS: Georgia Department of Insurance, IFO Division

P.O. Box 935138

Atlanta, Georgia 31193-5138

PAYMENT MADE TO: Georgia Department of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
brburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Oregon (Jurisdiction), I, Andrew Stoltz
(Chief Insurance Regulator), hereby adopt, agree and approve this Agreement.

BY: [Signature]
(Signature)

JURISDICTION: Oregon

TITLE: Commissioner

DATE: 8/16/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Scott Martin

MAILING ADDRESS: 350 winter st. NE
Salem, OR 97301

PAYMENT MADE TO: _____

The Department of Consumer and Business Services

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life Insurance
Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the Maryland Insurance Administration (Jurisdiction), I,
Erica J. Bailey (Chief Insurance Regulator), hereby adopt, agree, and approve this
Agreement.

BY: 
(Signature)

JURISDICTION: Maryland

TITLE: Associate Commissioner for Compliance & Enforcement

DATE: August 12, 2019

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Erica J. Bailey

MAILING ADDRESS: 200 St. Paul Place, Suite 2700

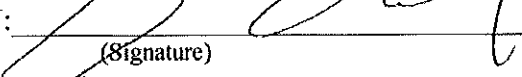
Baltimore, MD 21202

PAYMENT MADE TO: Maryland Insurance Administration

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Arizona, I, Keith A Schraad, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Arizona Department of Insurance

TITLE: Director

DATE: August 12, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Maria Ailor

MAILING ADDRESS: 100 N. 15th Avenue, Ste 102

Phoenix, AZ 85007

PAYMENT MADE TO: Arizona Department of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

IN THE MATTER OF:

CASE NO. INS-2019-00110

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY,
GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY OF NEW YORK,
FIRST GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY,
THE CANADA LIFE INSURANCE COMPANY OF NEW YORK,
THE CANADA LIFE ASSURANCE COMPANY (U.S. BRANCH),
THE GREAT-WEST LIFE ASSURANCE COMPANY (U.S. BRANCH),
AND
CANADA LIFE INSURANCE COMPANY OF AMERICA AND
CROWN LIFE INSURANCE COMPANY (U.S. BRANCH),

PARTICIPATING REGULATOR ADOPTION

ON THIS DAY this matter came before the Virginia Bureau of Insurance ("Bureau") of the State Corporation Commission ("Commission") for consideration, and, upon consideration thereof, the Commissioner of Insurance finds:

1. Great-West Life & Annuity Insurance Company, The Canada Life Assurance Company (U.S. Branch), and The Great-West Life Assurance Company (U.S. Branch) (collectively, the "Company") are licensed in Virginia to transact the business of insurance as insurance producers. As affecting the Commonwealth of Virginia, the Bureau has jurisdiction over the subject matter of this proceeding and the Company.
2. On December 5, 2012, regulators from the California Department of Insurance, the Florida Office of Insurance Regulation, the New Hampshire Insurance Department, the North Dakota Insurance Department, and the Pennsylvania Insurance Department (collectively, "Lead States"), called a multi-state targeted market conduct examination of the Company. The examination assessed the Company's settlement practices, procedures and policy administration relating to claims, and the use of the Social Security Death Master File ("DMF") or similar database or service, including the Company's efforts to identify the owners and beneficiaries of unclaimed proceeds.
3. A settlement has been presented to the Bureau, the terms of which are set forth in a Regulatory Settlement Agreement ("Agreement") which has been signed by the Company and the Lead States. The Company understands that it has a right to a hearing in this matter, and has agreed to waive such rights, in accordance with the Agreement.
4. The Bureau expressly adopts, agrees and approves this Agreement as a fair and proper disposition of the matters addressed therein.

Great-West

SCHEDULE B

PARTICIPATING REGULATOR ADOPTION

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)

EXAMINATION RESOLUTION AGREEMENT

On behalf of Oklahoma Insurance Department (Jurisdiction), I, Joel Sander (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: Joel Sander
(Signature)

JURISDICTION: Oklahoma Insurance Department

TITLE: Assistant Commissioner

DATE: 8/7/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Sherry Marczewski

MAILING ADDRESS: 3625 NWS 6th St, Ste. 100

Oklahoma City, Oklahoma 73112

PAYMENT MADE TO: Oklahoma Insurance Department

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
brburke@pa.gov
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance
Company of New York, First Great-West Life & Annuity Insurance Company, The Canada
Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch),
The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance
Company of America and Crown Life Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of the **Delaware Department of Insurance**, I, **Trinidad Navarro**, hereby adopt, agree, and approve this Agreement.

BY: *Trinidad Navarro*
(Signature)

JURISDICTION: Delaware

TITLE: Insurance Commissioner

DATE: 7-31-19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Jenifer Vaughn, Controller

MAILING ADDRESS: **Delaware Department of Insurance**


1351 West North Street, Suite 101, Dover, DE 19904

PAYMENT MADE TO: State of Delaware

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
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Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the Iowa Insurance Division, I, Douglas M. Ommen, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Iowa Insurance Division

TITLE: Commissioner of Insurance

DATE: August 7, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Hilary Foster

MAILING ADDRESS: Two Ruan Center, 601 Locust St., 4th
Floor, Des Moines, Iowa 50309

PAYMENT MADE TO: Iowa Insurance Division

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**
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Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Guam DOT (Jurisdiction), I, Alice P. Sebastian-Cruz
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: Alice P. Sebastian-Cruz
(Signature)

JURISDICTION: Guam DOT

TITLE: Regulatory Examiner Supervisor

DATE: 8-13-19

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Alice P. Sebastian-Cruz

MAILING ADDRESS: P.O. Box 23607
GMF, Baniagada, Gu 96921

PAYMENT MADE TO:
Treasurer of Guam

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Hawai'i (Jurisdiction), I, Colin M. Hayashida
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Hawai'i

TITLE: Insurance Commissioner

DATE: 03 02 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Jerry Bump

MAILING ADDRESS: P.O. Box 3614

Honolulu, HI 96811

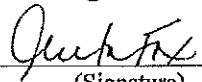
PAYMENT MADE TO:

Department of Commerce and Consumer Affairs

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

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Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Michigan Department of Insurance and Financial Services
(Jurisdiction), I, Anita G. Fox (Chief Insurance Regulator), hereby
adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Michigan Department of Insurance and
Financial Services

TITLE: Director

DATE: 08/06/2019

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Randall S. Gregg, General Counsel &
Senior Deputy Director

MAILING ADDRESS: Department of Insurance and
Financial Services

Personal and Confidential: Randall S. Gregg

Office of General Counsel

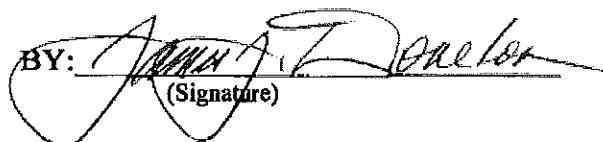
Mason Building, 8th Floor

530 W. Allegan St.

Lansing, MI 48933

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
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Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the State of Louisiana, I, JAMES J. DONELON, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: State of Louisiana

TITLE: Commissioner of Insurance

DATE: 7/5/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Jeffrey Zewe, Deputy Commissioner

MAILING ADDRESS:

1702 N. Third Street, Baton Rouge, LA 70802

PAYMENT MADE TO: Louisiana Department of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

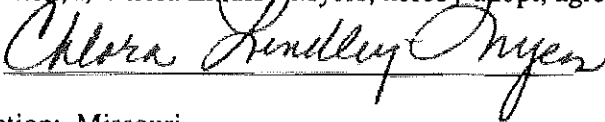
**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch), and each of its predecessors, successors, assigns, and subsidiaries

EXAMINATION RESOLUTION AGREEMENT

On behalf of Missouri Department of Insurance, Financial Institutions and Professional Registration, I, Chlora Lindley Myers, hereby adopt, agree and approve this Agreement.

By:



Jurisdiction: Missouri

Title: Director

Date: July 30, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the Company.

CONTACT NAME: Stewart Freilich
MAILING ADDRESS: 301 West High Street, Room 530
Jefferson City, MO 65101
573 526-1527 Stewart.Freilich@insurance.mo.gov
PAYMENT MADE TO: State of Missouri

Please return this form to:

Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
bburke@pa.gov and copy: psantillanes@naic.org
Fax (717) 772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Alabama Department of Insurance, I, Jim L. Ridling
hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: State of Alabama

TITLE: Commissioner of Insurance

DATE: 8/16/2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Teresa Toby

MAILING ADDRESS: P. O. Box 303350

Montgomery, AL 36130-3350

PAYMENT MADE TO: Commissioner of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)

EXAMINATION RESOLUTION AGREEMENT

On behalf of the South Dakota Division of Insurance, I, Larry Deiter, hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: South Dakota Division of Insurance

TITLE: Director

DATE: 7/29/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Tony Dorschner

MAILING ADDRESS: 124 S. Euclid Ave 2nd Floor, Pierre, SD 57501


PAYMENT MADE TO: South Dakota Division of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION**

**Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of State of Nevada, Department of Business & Industry, Division of Insurance (Jurisdiction), I, Barbara D. Richardson (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: State of Nevada, Dept. of Business & Industry, Division of Insurance

TITLE: Commissioner

DATE: 7/29/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Alexia Emmermann

MAILING ADDRESS: 1818 East College Parkway, Suite 103

Carson City, NV 89706

PAYMENT MADE TO: State of Nevada, Division of Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of STATE OF KANSAS (Jurisdiction), I, VICKI SCHMIDT (Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: Vicki Schmidt
(Signature)

JURISDICTION: KANSAS

TITLE: COMMISSIONER OF INSURANCE

DATE: July 24, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.


CONTACT NAME: CHARLOTTE DAUBERT & TATE
FLOTT

MAILING ADDRESS: 420 SW 9TH STREET, TOPEKA, KS
66612

PAYMENT MADE TO: STATE OF KANSAS

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

Kansas Insurance Department
Legal Division / Approved by:


Date: 7/24/19

**SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT**

On behalf of Utah Insurance Dept. (Jurisdiction), I, Tanji Northrup
(Chief Insurance Regulator), hereby adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Utah

TITLE: Deputy Commissioner

DATE: July 26, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Jeanine Couser / 801-538-3860
jcouser@utah.gov
MAILING ADDRESS: State Office Building
Room 3110
350 N. State Street
Salt Lake City, UT 84114
PAYMENT MADE TO: Utah Insurance Department

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of Connecticut, I, Andrew N. Mais, hereby adopt, agree and approve
(Jurisdiction), (Chief Insurance Regulator)
this Agreement.

BY: _____

(Signature)

JURISDICTION: Connecticut

TITLE: Commissioner

DATE: 7/18/19

Please provide the following information as to how your jurisdiction's
allocation of the Multi-State Examination Payment should be sent from the above
Companies.

CONTACT NAME: Kurt Swan, Director, Market Conduct

MAILING ADDRESS: P.O. Box 816, Hartford, CT 06142-0816

OVERNIGHT MAILING ADDRESS: 153 Market Street, Hartford, CT 06103

PAYMENT MADE TO: Treasurer, State of Connecticut

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of South Carolina, I, Raymond G. Farmer, hereby adopt, agree, and approve this Agreement.

BY: Raymond G. Farmer
(Signature)

JURISDICTION: South Carolina

TITLE: Director

DATE: July 18, 2019

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Michael Bailes

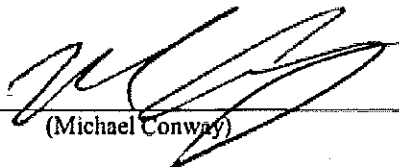
MAILING ADDRESS: 1201 Main Street, Suite 1000
Columbia SC 29201

PAYMENT MADE TO: South Carolina Department of
Insurance

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org
Fax: 717-772-1969

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
Great-West Life & Annuity Insurance Company, Great-West Life & Annuity
Insurance Company of New York, First Great-West Life & Annuity Insurance
Company, The Canada Life Insurance Company of New York, The Canada Life
Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S.
Branch), and Canada Life Insurance Company of America and Crown Life
Insurance Company (U.S. Branch)
EXAMINATION RESOLUTION AGREEMENT

On behalf of the Colorado Division of Insurance, I, Michael Conway, hereby adopt, agree, and approve this Agreement.

BY: 
(Michael Conway)

JURISDICTION: Colorado Division of Insurance

TITLE: Commissioner of Insurance

DATE: 7-19-19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

Damion Hughes, Dir. Market Regulation
Colorado Division of Insurance
1560 Broadway Ste 850
Denver CO 80202

PAYMENT MADE TO: Cash Management

Please return this form to:
Bridget Burke, Paralegal
Pennsylvania Insurance Department
Office of Chief Counsel
1341 Strawberry Square
Harrisburg, PA 17120
briburke@pa.gov and copy: psantillanes@naic.org

No. 2019- 6074

**Official Order
of the
Texas Commissioner of Insurance**

Date: SEP. 0 4 2019

Subjects Considered:

Great-West Life and Annuity Insurance Company
Great-West Life and Annuity Insurance Company of New York
First Great-West Life and Annuity Insurance Company
The Canada Life Insurance Company of New York
The Canada Life Assurance Company (U.S. Branch)
The Great-West Life Assurance Company (U.S. Branch)
Canada Life Insurance Company of America
Crown Life Insurance Company (U.S. Branch)
8515 East Orchard Road 7th Floor
Greenwood Village, CO 80111

Consent Order
TDI Enforcement File No. 21744

General remarks and official action taken:

This is a Regulatory Settlement Agreement (RSA) entered into by Great-West Life and Annuity Insurance Company, Great-West Life and Annuity Insurance Company of New York, First Great-West Life and Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch) (Companies). The RSA is the result of a multistate targeted market conduct examination of the Companies' settlement practices, procedures, and policy administration relating to claims, including their efforts to identify the owners and beneficiaries of unclaimed proceeds.

Waiver

The Companies acknowledge that the Texas Insurance Code and other applicable laws provide certain rights relating to the subject matter of any disciplinary proceeding and how it is conducted. The Companies waive those rights with respect to the entry of this consent order.

Findings of Fact

1. The Companies have conducted the business of insurance in Texas.
2. On March 21, 2019, the Companies signed the RSA, which is attached and incorporated for all purposes as Exhibit 1. Pursuant to the RSA, the Companies agree to pay \$250,000 to be distributed to the signatory states that are parties to the RSA, for the examination, compliance, and monitoring costs associated with the multistate examination, and to perform other acts as set out in the RSA.
3. TDI and the Companies agree that this consent order disposes of all issues, claims, demands, interest, penalties, actions, or causes of action regarding the Companies' settlement practices, procedures, and policy administration relating to claims, including the Companies' efforts to identify the owners and beneficiaries of unclaimed proceeds as described in the RSA. This order and the amount ordered payable to TDI does not extinguish any obligations otherwise owed to the State of Texas.
4. By this consent order, the Companies waive their rights with respect to all issues, claims, demands, interest, penalties, actions, or causes of action covered by the RSA: (1) to file a motion for determination; (2) to file any further claim for any issues occurring with respect to the matters covered by the RSA, or to otherwise further dispute any issues involved in the matters covered by the RSA; and (3) to file any petition in district court contesting issues disposed of in the RSA, or which could have been raised and disposed of concerning the period covered by the RSA, except those rights provided for in the RSA.
5. This consent order and RSA is between TDI and the Companies and does not incorporate any other pending agreements other than those referenced in the RSA.

Conclusions of Law

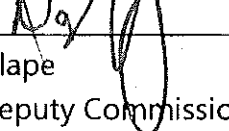
1. The commissioner has jurisdiction over this matter pursuant to TEX. INS. CODE §§ 82.052 and 84.001-84.051; and TEX. GOV'T CODE §§ 2001.051-2001.178.
2. The commissioner has the authority to dispose of this case informally pursuant to TEX. GOV'T CODE § 2001.056; TEX. INS. CODE §§ 36.104 and 82.055; and 28 TEX. ADMIN. CODE § 1.47.

Order

TDI adopts, agrees to, and approves the RSA and will enforce the RSA consistent with applicable law in effect in Texas and as referenced in the RSA and this consent order.

It is ordered that the Companies to pay the amount allocated to TDI in accordance with the method described in the RSA within 10 business days after the later of the effective date or receipt of the allocation from the Lead Departments as set forth in the attached RSA. The amount must be paid by check or money order made payable to the "State of Texas" and sent to the Texas Department of Insurance, Attn: Enforcement Section, Division 60851, MC 9999, P.O. Box 149104, Austin, Texas 78714-9104.

Kent C. Sullivan
Commissioner of Insurance

By: 
Doug Slape
Chief Deputy Commissioner
Commissioner's Order No. 2018-5528

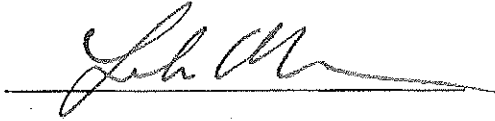
2019- 6074

COMMISSIONER'S ORDER

Great-West Life and Annuity Insurance Company

Page 4 of 6

Recommended and reviewed by:

A handwritten signature in cursive script, appearing to read "Leah Gillum", written over a horizontal line.

Leah Gillum, Associate Commissioner
Enforcement Section

A handwritten signature in cursive script, appearing to read "Bev Rosendahl", written over a horizontal line.

Bev Rosendahl, Director
Enforcement Section

Affidavit

STATE OF Colorado §

COUNTY OF Arapahoe §

Before me, the undersigned authority, personally appeared the affiant, who being by me duly sworn, deposed as follows:

"My name is RYAN LOGSDON. I am of sound mind, capable of making this statement, and have personal knowledge of these facts which are true and correct.

I hold the office of Associate General Counsel, and am the authorized representative of Great-West Life and Annuity Insurance Company, Great-West Life and Annuity Insurance Company of New York, First Great-West Life and Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch) and I am duly authorized by said companies to execute this statement.

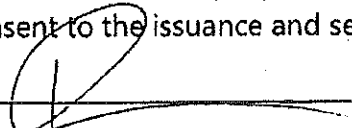
Great-West Life and Annuity Insurance Company, Great-West Life and Annuity Insurance Company of New York, First Great-West Life and Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch) waive rights provided by the Texas Insurance Code and other applicable laws and acknowledges the jurisdiction of the Texas commissioner of insurance.

Great-West Life and Annuity Insurance Company, Great-West Life and Annuity Insurance Company of New York, First Great-West Life and Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch) are voluntarily entering into this consent order. Great-West Life and Annuity Insurance Company, Great-West Life and Annuity Insurance Company of New York, First Great-West Life and Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), Canada

2019- 6074

COMMISSIONER'S ORDER
Great-West Life and Annuity Insurance Company
Page 6 of 6

Life Insurance Company of America, and Crown Life Insurance Company (U.S. Branch)
consent to the issuance and service of this consent order."

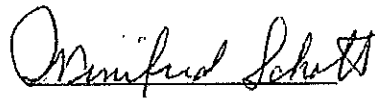


Affiant

SWORN TO AND SUBSCRIBED before me on August 21, 2019.

(NOTARY SEAL)

WINIFRED SUSAN SCHOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094015212
MY COMMISSION EXPIRES 05/17/2023



Signature of Notary Public

REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("Agreement") is entered into by and between the following insurance companies: Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York (the surviving company following the merger of First Great-West Life & Annuity Insurance Company of New York and The Canada Life Insurance Company of New York), First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch)(collectively "Great-West" or the "Company") and 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 multi-state targeted market conduct examination of the Company called on December 5, 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 as the "Departments." The Departments and the Company are collectively referred to herein as the "Parties."

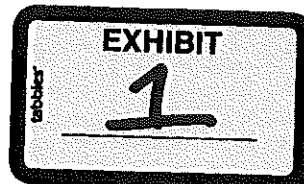
RECITALS

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 ("DMF") 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 and annuities are timely paid 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 engaging in any 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 the differences between the Parties as to the interpretation and enforcement of Insurance Laws and all claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices related to the use of the DMF;



WHEREAS, certain divisions of the Company have a long-standing practice of conducting DMF comparisons of certain annuity contracts in payout mode and, either directly or through its brokers, related to the corporate/bank-owned life insurance business;

WHEREAS, the Company represents that when it learned of a match against the DMF, it referred the case to the appropriate divisions within the Company to determine whether a death claim needed to be opened;

WHEREAS, although the Company performed DMF comparisons for portions of its annuity and corporate/bank-owned life insurance business, prior to August 2011, the Company did not have procedures in place to perform regular DMF comparisons to identify when insureds under in-force life policies or annuitants in the "accumulation" phase or payout out mode have died so that the death claim process can be initiated, beneficiaries can be searched for and contacted, and any remaining unclaimed death benefits can be escheated;

WHEREAS, the Company represents prior to the commencement of this Examination, beginning in 2011 and through 2013, it has adopted procedures to perform an enterprise-wide comparison against the DMF of its entire in-force blocks of life insurance and annuity contracts, as well as certain terminated life insurance policies, for the period 2001 through the present, and that the Company has paid beneficiaries and has paid funds to or has established liabilities to be paid to states as unclaimed property;

WHEREAS, the Departments assert that the Company's prior asymmetrical DMF usage is inconsistent with certain obligations under the Insurance Laws, and the Company asserts that its practices were not asymmetrical and in fact complied with Unclaimed Property and Insurance Laws; and

WHEREAS, the Company has cooperated with the Departments and their 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 in a manner they believed to be in the best interest of the Company's Policyholders.

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. **"Annuity Contract"** means a fixed or variable annuity contract other than a fixed or variable annuity contract issued (1) in connection with an employment based plan subject to the Employee Retirement Income Security Act of 1974 and/or issued in connection with Sections 401, 403 or 457 of the Internal Revenue Code, or (2) to fund an employment-based retirement plan, including any deferred compensation plans.
 - b. **"Annuity Contract Owner"** means the owner of an Annuity Contract.

- c. **"Beneficiary" or "Beneficiaries"** means the party or parties entitled or contingently entitled to receive the Proceeds from a Policy or an Annuity Contract.
- d. **"Company Records"** means in-force and certain lapsed Policies and Annuity Contract 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 date of the applicable policy.
- e. **"Date of Death"** means the date on which an Insured has died.
- f. **"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, Date of Death Notice shall include, but not be limited to, the date the Company received information of a DMF match or any other source or record maintained or located in Company Records.
- g. **"DMF"** means a version of 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.
- h. **"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.
- i. **"Effective Date"** means the date this Agreement has been executed by the Company, each of the Departments of Insurance of California, Florida, New Hampshire, North Dakota, and Pennsylvania (the "Lead Departments") and the Departments of at least thirteen (13) of the "Participating States."
- j. **"Exception"** means a fact situation described in subparagraphs i. - ii. below which serves to exclude the Proceeds from payment to a beneficiary or escheatment as a result of a DMF Match:
 - i. for death benefits under a Policy and Annuity Contract: (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, (ii) the existence of an exclusionary event or (iii) pending litigation; (d) the beneficiary is a minor and

unable to accept payment of the Proceeds under applicable Uniform Transfer to Minors Act; (e) the death benefit under an Annuity Contract is within the five (5) year deferral period under the Internal Revenue Code and the Beneficiary has indicated an intent to defer; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second to die policy; (g) the dormancy period has not expired; (h) claims received under non-Recordkeeper group life insurance or annuity contracts (including group life insurance or annuity certificates issued where the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance or annuity benefit is due or is unable to determine the benefit amount without contacting a third party); or (i) 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);

- ii. for Annuities that have reached their Maturity Date: (a) there is no benefit due and payable on the Maturity Date; (b) documented contact has occurred with the Annuity Contract Owner including but not limited to a request by the Annuity Contract Owner to change the designation of a Beneficiary, Annuity Contract Owner or annuitant; a non-automated request to reallocate the value of the Annuity contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the Annuity contract; (c) the Annuity Contract Owner has taken action which is inconsistent with the desire to annuitize; (d) the value of the Proceeds payable upon Maturity Date is the subject of pending litigation; and/or (e) the full value of any benefits due and payable upon the Maturity Date has in fact been remitted to the Annuity Contract Owner or Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s).
- k. **"Future Settlement Agreement"** means any agreement entered into by any other insurer and the Departments concerning the subject matter of this Agreement.
- l. **"Insurance Laws"** means the insurance laws, rules and regulations in effect in each of the Department's jurisdictions and any official guidance issued by one or more of the Department under such laws, rules and regulations.
- m. **"Insured"** means an individual identified in a Policy or Annuity Contract whose death entitles a beneficiary or other person to file a claim for, or otherwise receive "Proceeds" in accordance with the terms of the Policy or Annuity Contract.

- n. **"Maturity Date"** means the date in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended with documented contact with the Annuity Contract Owner, or (ii) the Annuity Contract Owner has taken action with respect to the Annuity Contract that is inconsistent with a desire to annuitize. For purposes hereof, "action in respect to the Annuity Contract that is inconsistent with a desire to annuitize" shall mean a partial annuitization, a partial withdrawal of contract value (including required minimum distributions or systematic withdrawals, unless such distributions or withdrawals remain uncashed, and partial exchanges of the Annuity Contract for another annuity contract), termination or surrender of the Annuity Contract, payment of all Proceeds due, fund transfers, beneficiary changes, or payment of additional annuity considerations.
- o. **"Policy"** means any individual life insurance 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, 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 coverage.
- p. **"Proceeds"** means the benefits payable under a Policy or Annuity Contract of the Company.
- q. **"Recordkeeping"** means maintaining 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.
- r. **"Thorough Search"** means that the:
 - i. Company shall use its best efforts, as described below, to identify, and determine a current address for, and contact the Beneficiary. The Company shall make at least two (2) attempts to contact the Beneficiary in writing at the address maintained in Company Records.
 - a. Protocol for No Response to Letters

- i. If no response to the letters in (i) above is received, 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 telephone number exists in the Company Records or is obtained by the Company by an online search or locator tool;
 - ii. If no response to the calls described in (a)(i) above is received or no telephone number is available, the Company shall attempt to contact the Beneficiary at the most current available e-mail address, if any, that exists in the Company Records;
 - iii. If no response to the e-mail described in (a)(ii) above is received or no e-mail address exists in the Company Records, the Company shall conduct research to locate a more updated or accurate mailing address using a national online search or locator tool, such as Lexis Nexis, Accurint or other comparable databases and send a third and final first class letter to the Beneficiary at the address, if any, found by the Company using such database service.
- b. Protocol for Returned Mail
- i. If any writing described in (i) above 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 a national online search or locator tool, such as Lexis Nexis, Accurint or other comparable databases;
 - ii. If the Company obtains an updated address using national online search or locator tools described in (b)(i) above, the Company shall make at least two (2) attempts in writing to contact the Beneficiary at that address;
 - iii. If no response to the letters in (b)(i) or (b)(ii) is received or there is no updated address found or the letters described in (b)(ii) are 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 or is obtained by the Company by a national online search or locator tool;

- iv. If no response to the calls described in (b)(iii) above is received by the Company or no telephone number is available, the Company shall attempt to contact the Beneficiary at the most current available e-mail address, if any, that exists in the Company Records;
- v. If no response is received by the Company to the activities of (b)(iii) or (b)(iv) above, Company shall send a third and final first class letter to the address identified in (b)(i), if any.

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

The Company may utilize any alternative methodology to the above process to locate a Beneficiary that the Company can demonstrate to the Lead States provides equivalent or better results or that complies with applicable state Insurance Laws or Unclaimed Property Laws relating to DMF matches and beneficiary outreach and payment requirements.

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) as Unclaimed Property in accordance with Unclaimed Property Laws.

Notwithstanding the foregoing, the Company's obligation to conduct a Thorough Search shall cease upon documented contact with a Beneficiary. In the event that the Company fails to locate a Beneficiary, including through the efforts described above, the Company shall report and remit the policy proceeds in accordance with the applicable jurisdiction's Unclaimed Property Laws.

- s. "Unclaimed Property" means property subject to state Unclaimed Property Laws.
- t. "Unclaimed Property Audit Agreement" means (i) the Global Resolution Agreement between the Company, Verus Financial, LLC

and the Unclaimed Property regulators and (ii) the agreement between the Company and the Florida Department of Financial Services.

- u. **"Unclaimed Property Laws"** means the Laws, Rules and Regulations regulating unclaimed property in each of the Departments' jurisdictions that apply to insurance companies.

2. **Specific Business Practices and Reforms.** For the term of this Agreement, the Company will institute the following policies and procedures in those states where the applicable Insurance or Unclaimed Property Laws do not already provide for DMF matching and beneficiary outreach and payment procedures, or continue the same if they have been heretofore adopted, as the case may be:

- a. The Company shall compare all Insureds in its Company Records against the complete DMF, and against any updates to the DMF at least quarterly thereafter. 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 the 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. 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. 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) within three (3) or five (5) years, as applicable, from the Date of Death.
- 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 this Agreement. Nothing herein is intended nor shall be deemed to determine, waive or otherwise satisfy the requirements for establishing proof of death for any purpose, or to confer any rights on any party other than the Company and the Departments.
- d. In the event of a DMF Match, such match will be deemed a Date of Death for all of Company's applicable lines of business.
- e. In the event that one of the Company's lines 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 or Annuity Contract then that line of business shall share the relevant Insured information among applicable lines of business.

- f. In the event that the beneficiary contacts the Company as a result of 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 or Annuity Contract. The Company reserves the right to require satisfactory confirmation of death, including 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 or Annuity Contract. 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.
- 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 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 or Annuity Contracts.
- 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 six (6) months after the Effective Date of this Agreement the Company shall establish policies and procedures to ensure that:
 - i. With respect to any Annuity Contract for which an Exception does not apply, at least two (2) first class mail letters are sent to an Annuity Contract Owner, with the first letter mailed no less than forty-five (45) days and the second letter (if no response to the first letter is made) no less than twenty (20) days prior to the Maturity Date of an Annuity Contract that: (a) identifies the options available to the Beneficiary (e.g., annuitization, extension of the Maturity Date; surrender of the Contract); and (b) notifies the Annuity Contract Owner that an extension of the Maturity Date requires affirmative consent;

- ii. If any letter described in 2(i)(i) above is returned as undeliverable, the Company shall promptly conduct research to locate a more updated or accurate mailing address using a national online search or locator tool such as Lexis Nexis or Accurint or other comparable database and send a final first class letter to the Annuity Contract Owner at the address, if any, found by the Company using such database service;
 - iii. An affirmative request by an Annuity Contract Owner or authorized representative shall be required by the Company before a Maturity Date is extended, and such request will be recorded in the Company's books and records;
 - iv. If the Company's letters described in (i) and/or (ii) above are not returned to the Company as undeliverable and the Company receives no response to the letters, the Company will effect the Annuity Contract's annuity maturity contractual default option as soon as reasonably practicable, but in no event more than forty-five (45) days following the Maturity Date, unless the Annuity Contract expressly requires otherwise, in which case the Company will administer the Annuity Contract in accordance with its terms.
- j. 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 or Annuity Contract, and upon any change of a Beneficiary, the Company shall request, at a minimum, the name, address, date of birth, social security number, and telephone number of every Insured and Beneficiary of such Policy or Annuity Contract, as applicable.
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 Departments quarterly reports on the implementation and execution of the requirements of this Agreement. Each report shall be delivered to each of the Lead Departments 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 assist the Departments in monitoring compliance with the requirements of this Agreement.
 - b. Thirty-Nine (39) months following the Effective Date the Lead Departments shall conduct a multi-state examination of Company's compliance with the requirements of this Agreement that shall be a

continuation of the Multi-State Examination. The Lead Departments shall provide a report summarizing the results of that examination to the Company and Departments. The examination shall be performed with the cost of the examination to be borne by Company in accordance with the Lead Departments 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, controlling case law, or regulations then in effect in that jurisdiction or (ii) that a Future Settlement Agreement with a company possessing substantial market share is more favorable than this Agreement. 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 from the Departments or any other governmental agency or official within the States signing this agreement 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 incurred after the date of this Agreement and 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 or has adopted any Insurance Law or Unclaimed Property 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 or Unclaimed Property Law of that jurisdiction after the Effective Date of this Agreement shall be deemed to comply with the 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.

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 or any similar database and 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. No amendment or modification of any provision of this Agreement, or consent to any departure from this Agreement, shall be effective unless in writing and signed by the Party to be charged therewith, and then such modification or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 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 with respect to the subject matter of the Multi-State Examination.
- e. Subject to the Company's performance of and 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 is intended to relieve or release the Company from its obligations under this Agreement nor preclude the Lead Departments from conducting subsequent Multi-State Examinations to assess the Company's compliance with, or from enforcing, 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 or Annuity Contracts.
 - i. To the extent that any laws, rules, or regulations 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 the 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. Company agrees that the Departments may adopt, agree to and approve the RSA through the issuance of an order, provided that it contains no provisions other than those set forth in the RSA.
7. **Enforcement.** The failure to 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.

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

2019- 6074

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

2019- 6074

COMPANIES SIGNATURE PAGE

Great-West Life & Annuity Insurance Company, Great-West Life & Annuity Insurance Company of New York, First Great-West Life & Annuity Insurance Company, The Canada Life Insurance Company of New York, The Canada Life Assurance Company (U.S. Branch), The Great-West Life Assurance Company (U.S. Branch), and Canada Life Insurance Company of America and Crown Life Insurance Company (U.S. Branch); and each of its predecessors, successors, and assigns and subsidiaries

BY: *R. Schultz*, General Counsel
Signature, Title

Richard Schultz
Printed Name, Title

DATE: 3/21/19

2019- 6074

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
DAVID ALTMAIER, COMMISSIONER

BY: _____
JON GODFREED, COMMISSIONER

DATE:

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____
RICARDO LARA, COMMISSIONER

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE: 04/17/19

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
DAVID ALTMAIER, COMMISSIONER

BY: _____
JON GODFREAD, COMMISSIONER

DATE:

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: 
RICARDO LARA, COMMISSIONER

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

DATE:

4/30/2019

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

2019- 6074

LEAD DEPARTMENTS SIGNATURE PAGE

FLORIDA OFFICE OF INSURANCE
REGULATION

BY: David Altman
DAVID ALTMAIER, COMMISSIONER

DATE: 4/22/19

NORTH DAKOTA INSURANCE
DEPARTMENT

BY: _____
JON GODFREAD, COMMISSIONER

DATE:

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

2019- 6074

LEAD DEPARTMENTS SIGNATURE PAGE

**FLORIDA OFFICE OF INSURANCE
REGULATION**

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE:

**NORTH DAKOTA INSURANCE
DEPARTMENT**

BY: 
JON GODFREAD, COMMISSIONER

DATE: 7/1/19

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
RICARDO LARA, COMMISSIONER

DATE:

**PENNSYLVANIA INSURANCE
DEPARTMENT**

BY: _____
JESSICA ALTMAN, COMMISSIONER

DATE:

**NEW HAMPSHIRE INSURANCE
DEPARTMENT**

BY: _____
JOHN ELIAS, COMMISSIONER

DATE:

**SCHEDULE A
RULES FOR IDENTIFYING DEATH MATCHES**

In comparing the Company's records of its insured's, annuitants, and Annuity Contract owners, 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 insured's, annuitants, and Annuity Contract owners against the DMF, the Company shall utilize the following 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's records matches exactly to the 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., 11111111, 99999999, 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.

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 with 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: "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. 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 such individual is not dead.

2019- 6074

SCHEDULE B

PARTICIPATING REGULATOR ADOPTION

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY OF NEW YORK, FIRST GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, THE CANADA LIFE INSURANCE COMPANY OF NEW YORK, THE CANADA LIFE ASSURANCE COMPANY (U.S. BRANCH), THE GREAT-WEST LIFE ASSURANCE COMPANY (U.S. BRANCH), AND CANADA LIFE INSURANCE COMPANY OF AMERICA AND CROWN LIFE INSURANCE COMPANY (U.S. BRANCH)

REGULATORY SETTLEMENT AGREEMENT

On behalf of Texas, I, Doug Slape,
(Jurisdiction) (Chief Insurance Regulator)
here by adopt, agree, and approve this Agreement.

BY: 
(Signature)

JURISDICTION: Texas

TITLE: Chief Deputy Commissioner, Order No. 2018-5528

DATE: 9/4/19

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the above Companies.

CONTACT NAME: Donna Zimmerhanzel

MAILING ADDRESS: 333 Guadalupe

Austin, Texas 78701

PAYMENT MADE TO: State of Texas

Please return this form to:

Tracy Swalwell
Iowa Insurance Division
Two Ruan Center
601 Locust Street, 4th Floor
Des Moines, Iowa 50309-3738
Phone: 515-725-1249
Fax: 515-281-3059
Email: tracy.swalwell@iid.iowa.gov