No. 2017- 4948

**OFFICIAL ORDER**
**of the**
**TEXAS COMMISSIONER OF INSURANCE**

**Date:** FEB 2 1 2017

**Subject Considered:**

**RiverSource Life Insurance Company**
**RiverSource Life Insurance Company of New York**
227 Ameriprise Financial Center
Minneapolis, MN 55474

**CONSENT ORDER**
TDI ENFORCEMENT FILE NO. 12429

The commissioner of insurance considers the Regulatory Settlement Agreement (RSA) entered into by RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York. (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 its 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.

The Companies agree to the entry of this consent order with the express reservation that they do not admit to a violation of the Texas Insurance Code and related rules, and assert that they have not violated any law or regulation.

## FINDINGS OF FACT

1. The Companies have conducted the business of insurance in Texas.

2. On December 16, 2016, 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 $1,500,000 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. Texas is expected to receive a payment allocation as determined by the RSA. Jurisdictions must sign the RSA by March 31, 2017, to participate in the payment allocation.

4. 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.

5. 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.

6. 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.

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.

The commissioner orders the Companies to pay the amount allocated to TDI in accordance with the method described in the RSA within 10 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 40111, MC 9999, P.O. Box 149104, Austin, Texas 78714-9104.

David C. Mattax
Commissioner of Insurance
By: Kevin Brady, Deputy Commissioner
Delegation Order 4506

APPROVED AS TO FORM AND CONTENT:

Beverly Rosendahl
Director, Compliance Division
Texas Department of Insurance

2017- 4948



AGREED, ACCEPTED, AND EXECUTED BY:

**RiverSource Life Insurance Company**
**RiverSource Life Insurance Company of New York**

By: _____

Name: DAVID H. WEISER

Title: General Counsel

AFFIDAVIT

STATE OF Minnesota §
§
COUNTY OF Hennepin §

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

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

I am an authorized representative of RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York. I hold the position of General Counsel. I am duly authorized by RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York to sign this consent order and make the following statement:

RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York knowingly and voluntarily enter into this consent order. RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York agree with and consent to the issuance and service of the consent order by the Texas commissioner of insurance."

_____
Affiant

SWORN TO AND SUBSCRIBED before me on 2/14, 2017.

(NOTARY STAMP)

Alexandra K. McWhorter
Signature of Notary Public

Alexandra Knoblock McWhorter
Notary Public
Minnesota
My Commission Expires Jan. 31, 2021

2017- 4948

# REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("**Agreement**") is entered into by and between the following insurance companies: **RiverSource Life Insurance Company, RiverSource Life Insurance Company of New York, and each of their respective predecessors, successors, and assigns and subsidiaries** (collectively referred to herein as 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 multistate targeted market conduct examination of the Company called on July 14, 2014 (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**, the Company represents that it has established policies and procedures reasonably designed to ensure timely payment of valid claims to Beneficiaries in accordance with the Insurance Laws and, in the event that the Company's search identifies no living Beneficiary, timely reporting and remitting unclaimed Proceeds to the appropriate states in accordance with the Unclaimed Property Laws. The Company's procedures include the voluntary use of the DMF to conduct quarterly cross checks against all Company Records, which the Company voluntarily implemented in March 2013,, the use of third party tools to locate individuals, and the use of a centralized estate settlements process, which had been in place prior to the start of the Multi-State Examination, that shares the results upon receiving notification of a death in order to identify additional Company products for which payment of Proceeds is appropriate;

**WHEREAS**, based upon the information gathered to date, the Departments desire to ensure that life insurance and endowment policies, annuities and other funds are timely paid out to Beneficiaries, and are timely reported or remitted in accordance with the Unclaimed Property Laws and the Insurance Laws;

**WHEREAS**, the Company denies any wrongdoing or activities that violate any Insurance Laws and 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 differences between the Parties hereto as to the interpretation and enforcement of Insurance Laws; the Company and the Departments' desire to resolve the Multi-State Examination; and any claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices; and

**WHEREAS**, the Company has cooperated with the Departments and its examiners in the course of the Multi-State Examination by making its books and records available for examination, and its personnel and agents available to assist as requested by the Departments and has represented that the Company and its offers, directors, employees, agent, and representatives at all times relevant to this Agreement have acted in good faith and in a manner they believed to be in the best interest of the Company's policyholders, Accountholders or Annuity Contract Owners;

**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, or (2) to fund an employment-based retirement plan, including any deferred compensation plan.

   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 benefits from a Policy or an Annuity Contract.

   d. **"Company Records"** means in-force Policy or Annuity Contract and lapsed Policy information maintained on any Policy Administration System managed by the Company and any third-party retained by the Company, but excluding information maintained by a group life insurance customer or some other third party retained by the group customer. Company Records does not include lapsed Policies that have been compared against the DMF for eighteen (18) months following the lapse of the applicable Policy.

   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 notice shall include, but not be limited to, information provided in the DMF or

any other source or record maintained or located in Company Records.

g. "**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.

h. "**Effective Date**" means March 31, 2017, provided that the Agreement has been executed by the Company, each of the Departments of Insurance of California, Florida, Pennsylvania, New Hampshire, and North Dakota, (the "**Lead Departments**") and at least eighteen (18) "Participating States" by that date. If all the required parties have not executed the Agreement by March 31, 2017, it shall be deemed terminated nunc pro tunc. Notwithstanding, the Lead States and Company may agree in writing to extend the Effective Date beyond March 31, 2017.

i. "Exception" means a fact situation described in subparagraphs i-iii below which serves to exclude the Proceeds from payment to a Beneficiary or escheatment to a State as a result of a DMF Match:

i. For death benefits under a Policy or 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: (1) the application of a contestability period provision, (2) the existence of an exclusionary event, or (3) pending litigation; (d) the Beneficiary is a minor and unable to accept payment of the death benefit under the applicable Uniform Transfer to Minors Act, or the minor's legal guardian, custodian or other representative of the minor is either unwilling or unable to comply with that jurisdiction's laws necessary for the Company to process a payment and under the applicable jurisdiction's laws, the Proceeds are, therefore, not escheatable; (e) if an Annuity Contract's Beneficiary has re-registered or recorded the contract with the Company as a beneficial owner and any contractually permitted five-year period under Section 72(s)(1)(B) of the Internal Revenue Code (including the special rule for the surviving spouse), if applicable, or any contractually permitted period under the five-year rule of Section 401(a)(9)(B) of the Internal Revenue Code (including the special rule for the surviving spouse), if applicable, has not expired or the benefits are being paid over the life of the Beneficiary under Section 72(s)(2) or 401(a)(9)(B) of the Internal Revenue Code; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second-to-die policy or joint annuity; (g) the Dormancy Period has not expired; (h) claims received under non-Recordkeeping 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; (i) the full value of any benefits due and payable upon death has in fact been remitted to the Beneficiary, or, in the case of an Annuity Contract, the Annuity Contract has been continued by the Beneficiary, or reported and remitted as Unclaimed Property to the affected jurisdiction(s); (j) all benefits payable upon death are due under a participating group life insurance policy subject to retrospective experience rating, so long as any related premium stabilization reserve shall upon termination of such group insurance policy be payable by the Company to (1) the group policyholder or to another insurer as instructed by the group policyholder, or (2) the plan; (k) private placement variable universal life products and private placement variable annuities where the Company is only in contact with the Policy owner or Annuity Contract Owner and not an Insured or Beneficiary;

ii. For Annuities that have reached their Maturity Date: (a) there is no benefit due and payable on the Maturity Date (e.g., the Annuity had no annuitization value at the Maturity Date, the Annuity Contract was surrendered, the Maturity Date has been extended or there is no payment due at the Maturity Date); (b) documented contact has occurred with the Annuity Contract Owner or the owner's legally authorized representative within the Dormancy Period regarding the Annuity Contract including but not limited to: (1) administrative actions such as a request by the Annuity Contract Owner, Beneficiary, annuitant, or legal representative thereof, a request to change the designation of a Beneficiary, Annuity Contract Owner or annuitant, or a change of address or contract information, or (2) financial transactions including, without limitation non-automated withdrawal; election of a guaranteed minimum withdrawal or accumulation benefit(s); refusing rider fee charge increases; commencing or altering a required minimum distribution pursuant to the Internal Revenue Code and/or exercising any premature withdrawal privileges; additions to premium; a non-automated request to transfer funds or 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 or the owner's legally authorized representative has taken action with respect to the Annuity Contract which is inconsistent with a desire to annuitize; (d) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized or is in the process of being annuitized; (e) any Proceeds payable upon the Maturity Date are the subject of a pending legal action (e.g., litigation, court order, lien, divorce settlement or child support order); and/or (f) 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); or **"Future Settlement Agreement"** means any agreement entered into by any other insurer and the Departments concerning the subject matter of this Agreement.

j. "**Insurance Laws**" means the insurance laws, rules and regulations in effect in each of the Department's jurisdictions and any official guidance issued pursuant to such laws, rules and regulations.

k. "**Insured**" means an individual identified in a Policy or Annuity Contract whose death obligates the Company to pay "Proceeds".

l. **"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, or 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.

m. **"Policy"** means any individual life policy or endowment policy, or group life insurance policy or certificate of life insurance for which the Company performs "Recordkeeping" services, and provides a death benefit. The term "Policy" shall not include credit or mortgage life insurance policies or certificates issued thereunder; other group life insurance policies or certificates issued thereunder where the Company does not perform Recordkeeping functions; or accidental death or health policies, riders, or certificates, including but not limited to disability and long term care policies, riders, or certificates.

n. "**Policy Administration System**" means an integrated system that provides an authoritative source of digitized Policy information and value calculation, potentially including regulatory support, correspondence, billing and collections, commission accounting and payment, and financial reporting.

o. "**Proceeds**" means the benefits payable under a Policy or Annuity Contract of the Company.

p. **"Recordkeeping"** means the information contained in the Company's Records necessary to process a claim, including without limitation, the Insured's full name, address, date of birth, telephone number, Social Security Number, coverage eligibility, premium payment status, benefit

amount and Beneficiary's information, including without limitation, the Beneficiary's full name, address, date of birth, telephone number and Social Security Number.

q. "**Thorough Search**" means the Company efforts to locate and contact the Beneficiaries of a Policy, or Annuity Contract after receiving a Date of Death Notice that indicates that the Insured has been reported as dead, which at a minimum, must include:

i. The Company shall use its best efforts, as described in paragraphs ii. through vi. below, to determine a current address for the Beneficiary identified in the Company Records. Before the Company attempts to contact the Beneficiary, the Company shall search for an updated address using online search or locator tools such as LexisNexis Accurint or other comparable databases;

ii. The Company shall make at least two (2) attempts to contact the Beneficiary in writing at the address in (i) above; provided that, if such writing is returned as undeliverable, the Company is not required to send any additional mailings to that address;

iii. If the Company obtains an updated address anytime during the Thorough Search process, the Company shall make at least two (2) attempts in writing to contact the Beneficiary at that address;

iv. In the event that the Company receives no response to the writings sent pursuant to (ii) and (iii) above, or in the event a writing sent pursuant to (ii) and (iii) above is returned as undeliverable, the Company shall attempt to contact the Beneficiary by telephone at least two (2) times at the most current telephone number, if any, contained in the Company Records;

v. In the event that the Company receives no response to the attempted contacts described above, the Company shall attempt to contact the Beneficiary at the most current available email address, if available in the Company Records;

vi. In the event Company is unable to contact the beneficiary as provided above, and the Proceeds are marked for escheatment, Company shall comply with all due diligence requirements of the Unclaimed Property Laws including, without limitation, mailing a letter to any updated address obtained through online search and locator tools; and

vii. The Company shall maintain documentation of all its Thorough

Search efforts.

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

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

r. "**Unclaimed Property**" means property subject to state Unclaimed Property Laws.

s. **"Unclaimed Property Audit Agreement"** means the Global Resolution Agreement between the Company, Verus Financial, LLC and the Unclaimed Property regulators and the agreement between the Company and the Florida Department of Financial Services.

t. **"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.** The Company will adopt and continue the policies and procedures it has heretofore adopted, as follows:

a. The Company shall continue to compare all Insureds in its Company Records against the Complete DMF on at least an annual basis and against any updates to the DMF at least quarterly. The Company shall have no responsibility for errors, omissions or delays in information contained in the DMF or any update files. The Company shall use the comparison criteria specified in Schedule A.

b. If the Company is not contacted by a Beneficiary within one hundred twenty (120) days from its receipt of 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. If (i) the Beneficiary cannot be located by a Thorough Search and (ii) the Company is unable to establish an Exception, it shall report and remit the Proceeds as Unclaimed Property to the affected jurisdiction(s) in accordance with applicable Unclaimed Property Laws.

c. For the sole purpose of this Agreement, the Company shall implement policies and procedures to establish that a DMF Match shall require the Company to initiate its death claims process and conduct a Thorough Search for Beneficiaries in accordance with Section 2(b) of this Agreement. Nothing herein is intended nor shall be deemed to waive or determine the requirements for establishing proof of death for any other purpose, or to impose any requirements for DMF searches or any requirements for following up on DMF searches for any purpose other than this Agreement, or to confer any rights on any party other than the Company and the Departments.

d. In the event that one of the Company's line of business conducts a search for matches of its Insureds against the DMF at intervals more frequent than those provided for in this Agreement and such DMF Match results in action being taken with respect to a Policy or Annuity Contract, then that line of business shall share the relevant Insured information among applicable lines of business.

e. In the event that the Company locates the Beneficiary following a Thorough Search, the Company shall provide the appropriate claim forms or instructions, if required, to the Beneficiary to make a claim, including instructions as to the need to provide an official death certificate if consistent with law and the Policy 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.

f. The Company shall modify policies and procedures for conducting a Thorough Search in a manner consistent with this Agreement. The obligation to conduct a Thorough Search under the terms of this Agreement shall not abrogate the right of the Company to complete any due diligence within the timeframe required by any applicable law. The Company is required to implement the procedures as soon as possible, but in no event more than twelve (12) months from the Effective Date, unless otherwise expressly provided for in this Agreement

g. To the extent permitted under applicable law, the Company may disclose the minimum necessary personal information about an Insured or Beneficiary to a person whom the Company reasonably believes may be able to assist the Company locate the Insured or Beneficiary or a person otherwise entitled to payment of the claims Proceeds, provided however, the Company shall not implement

policies or practices that will or may diminish the rights of or amounts of Proceeds due to Beneficiaries under its Policies 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 twelve (12) months after the Effective Date of this Agreement the Company shall establish policies and procedures so that:

   i. commencing no later than forty-five (45) days prior to the Maturity Date of an Annuity Contract for which the Company is unable to establish an Exception, at least two (2) letters are sent to an Annuity Contract Owner notifying the owner of the upcoming Maturity Date, stating that the Contract will be annuitized following the Maturity Date if no response is received, and identifying the options available to the Beneficiary (e.g., annuitization, extension of the Maturity Date; surrender of the Contract);

   ii. the Company shall immediately commence a Thorough Search for the Annuity Contract Owner if the letters described in subparagraph (i) hereof are returned as undeliverable;

   iii. the Company shall require an affirmative request by an Annuity Contract Owner or authorized representative or action with respect to the Annuity Contract that is inconsistent with an intent to annuitize (as defined in Section 1(m)), before extending a Maturity Date, and the Company shall record such requests;

   iv. the Annuity Contract is annuitized as soon as practicable, but in no event more than forty-five (45) days following the Maturity Date, if the Company has a valid address for the Annuity Contract Owner and no response is received to the letters described in subparagraph (i) hereof unless the Company was delayed in sending the letters due to extenuating circumstances involving the Annuity Contract, in which case annuitization shall begin no more than ninety (90) days following the mailing of the letters;

   v. if a Thorough Search for the Annuity Contract Owner is unsuccessful, or if annuity payments for a contract that has

been annuitized under subparagraph (iv) hereof are not deposited, the Proceeds will be reported and remitted as Unclaimed Property to the affected jurisdiction(s) in accordance with the applicable Unclaimed Property Laws.

vi. The provisions described in (i)-(v) above will apply to Maturity Dates following the Effective Date of this Agreement. The provisions described in (i)-(v) will not apply to Annuity Contracts held within ERISA or other tax-qualified plans, Individual Retirement Annuities, or Annuity Contracts held in Individual Retirement Accounts.

j. Within eighteen (18) months after the Effective Date of this Agreement, the Company shall establish policies and procedures and shall submit all necessary state application filings to ensure that prior to the delivery of a Policy or Annuity Contract, and upon any change of a Beneficiary, the Company shall request information sufficient to facilitate the payment of all Proceeds to Beneficiaries upon the death of the Insured and perfection of a claim, including, 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, or fewer if the Company satisfies the California Department of Insurance that the Company has implemented and executed the requirements of this Agreement, 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 allow it to assist the Departments in monitoring compliance with the requirements of this Agreement.

b. Thirty-Nine (39) months following the Effective Date the Lead Departments shall conduct a Multi-State Examination of Company's compliance with the requirements of this Agreement. The Lead Departments shall provide a report summarizing the results of that examination to Company and Departments. The examination shall be performed with the actual 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, or regulations then in effect in that jurisdiction; (ii) that a Future Settlement Agreement with a company possessing substantial market share is more favorable than this Agreement; or (iii) by three (3) years from the Effective Date of this Agreement, Future Settlement Agreements have not been entered into with companies possessing substantial market share. A Department shall not unreasonably withhold its consent to the relief requested by the Company in its petition. Once made by the Company, the Multi-State Examination Payment, as allocated to each Department, is final and non-recoverable under any circumstances including termination of this Agreement.

d. In addition to the payments set forth in Paragraph 5, the actual reasonable costs and expenses of the Departments related to the monitoring of the Company's compliance with the Agreement, including the actual 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. In the event that any Participating State, or any Participating State's department, office or regulatory agency enacts, declares or announces any statute, regulation, rule, policy, guidance or interpretation directed to an insurance company's use of the DMF (or a similar source) to determine whether Proceeds are due any Policy Beneficiary, the Company's compliance therewith shall be deemed compliant with this Agreement in that Participating State notwithstanding any contrary or inconsistent provision in this Agreement.

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, the Multi-State Examination will be closed. The Agreement will terminate eight years following the Effective Date (the "**Termination Date**"), contingent upon closure of the Multi-State Examination and the Company's submission of its prospective policies

and procedures for DMF matching and Beneficiary outreach to be used thereafter. This submission shall be made to the Lead 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. d. Beneficiaries shall not be charged for any fees or costs associated with a search or verification conducted pursuant to this Agreement.

e. 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 $$1,500,000.00 (the "Payment") for the examination, compliance and monitoring costs incurred by the Departments associated with the Multi-State Examination. 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 later of the Effective Date or the receipt of the allocation from the Lead Departments. Upon the receipt of the Payment, as allocated by each of the Departments, the Company's financial obligations incurred by the Departments arising out of the Multi-State Examination will be fully satisfied, except as set forth in Paragraph 3d. The Payment shall be in addition to the Company's obligation to reimburse the Lead 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 among 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. 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.

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, and 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 with respect to the matters referenced herein, including 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 with respect to the matters 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 as described in Exhibit 1; provided, however, that nothing herein shall preclude the Lead Departments from conducting subsequent Multi-State Examinations to assess the Company's compliance with this Agreement.

f. In the event that any portion of this Agreement is enjoined or held invalid under the laws of a Department's jurisdiction, such enjoined or invalid portion shall be deemed to be severed only for the duration of the injunction, if applicable, and only with respect to that Department and its jurisdiction, and all remaining provisions of this Agreement shall be given full force and effect and shall not in any way be affected thereby.

g. Nothing in this Agreement shall be construed as an admission of any party's position as to the preemptive effect of the Employee Retirement Income Security Act of 1974, as periodically amended, or the law of the jurisdiction as applied to employment based plans.

h. This Agreement shall not be construed to allow or require the Company to implement policies or practices that will or may diminish the rights of, or the Proceeds due to, Beneficiaries under the terms of its Policies or

Annuity Contracts.

i. The Company shall comply with any law, rule, or regulation in the jurisdiction of any Department or Department's regulatory agency hereafter adopts, even if in conflict with a term of this Agreement as it pertains to the same jurisdiction.

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.

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*]

2017- 4948

## COMPANIES SIGNATURE PAGE

**RiverSource Life Insurance Company, RiverSource Life Insurance Company of New York and each of their respective predecessors, successors, and assigns and subsidiaries**

By _____

Dated: 12/16/16

2017- 4948

**Lead Departments Signature Page**

FLORIDA OFFICE OF INSURANCE REGULATION

BY: David Altmaier
DAVID ALTMAIER, COMMISSIONER

DATE 1/20/17

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
TERESA MILLER, COMMISSIONER

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

2017- 4948

**Lead Departments Signature Page**

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
DAVID ALTMAIER, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE 12-16-16

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
TERESA MILLER, COMMISSIONER

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

2017- 4948

**Lead Departments Signature Page**

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
DAVID ALTMAIER, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
JON GODFREAD, COMMISSIONER

DATE 1/25/17

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
TERESA MILLER, COMMISSIONER

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

2017- 4948

**Lead Departments Signature Page**

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
DAVID ALTMAIER, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
TERESA MILLER, COMMISSIONER

DATE 1/24/17

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

2017- 4948

**Lead Departments Signature Page**

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
DAVID ALTMAIER, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
TERESA MILLER, COMMISSIONER

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE 12-16-16

2017- 4948

## SCHEDULE A
## RULES FOR IDENTIFYING DEATH MATCHES

In comparing 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 holders 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 a the Company's Record 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 Accurint 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 Record 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" 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.

5. Additionally, if the Company's systems only contain a year of birth or contain a complete date of birth that includes a month and day of 1/1 (i.e., January 1) followed by a year of birth, the Date of Birth will 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 <u>one or more</u> of the following:
   a. First Name nicknames: "JIM" and "JAMES."
   b. Initial instead of full First Name: "J FOX" and "JAMES FOX."
   c. Data entry mistakes with a maximum difference of one character for a First Name at least five characters in length: "HARRIETTA" and "HARRIETA."
   d. 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."
   e. Use of interchanged First Name and "Middle Name": "ALBERT E GILBERT" and "EARL A GILBERT."
   f. Compound First Name: "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."
   g. 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 <u>one or more</u> 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. 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."
e. Use of apostrophe or other punctuation characters in Last Name: "O'NEAL" and "ONEAL."
f. Data entry mistakes with a maximum difference of one character for Last Name: "MACHIAVELLI" and "MACHIAVELI."
g. 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."
h. 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. A "Social Security Number" fuzzy match includes <u>one</u> 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 9 digits in length (with a minimum of 7 digits) and is entirely embedded within the other Social Security Number: "1234567" and "0123456789.

**<u>Other Matches and Mismatches</u>**

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.

2017- 4948

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
RIVERSOURCE LIFE

EXAMINATION RESOLUTION AGREEMENT

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

BY: _____
(Signature)

JURISDICTION: Texas

TITLE: Commissioner of Texas

DATE: _____

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

CONTACT NAME: CATHERINE BELL

MAILING ADDRESS: 333 GUADALUPE

AUSTIN, TEXAS 78701

PAYMENT MADE TO: State of Texas

_____

Please return this form to:

Raquel Cano, Assistant to the General Counsel
Legal Division Office
California Department of Insurance
45 Fremont Street, 23rd Floor
San Francisco, California 94105
Phone: 415-538-4372
Fax: 415-904-5889
Email: Raquel.Cano@insurance.ca.gov