LAWRENCE G. WASDEN
Attorney General

JUDY L. GEIER – ISB No. 6559
Deputy Attorney General
Idaho Department of Insurance
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, Idaho 83720-0043
Telephone: (208) 334-4204
Facsimile: (208) 334-4298
judy.geier@doi.idaho.gov

Attorneys for the Department of Insurance

FILED
MAR 22 2018
Department of Insurance
State of Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

STATE OF IDAHO

In the Matter of: AMERICAN MODERN HOME INSURANCE COMPANY, NAIC No. 23469 Idaho Certificate of Authority No. 1092	Docket No. 18-3468-18 **ORDER ADOPTING REGULATORY SETTLEMENT AGREEMENT**

On or about December 11, 2017, the Idaho Department of Insurance ("**Department**") received notice of a proposed regulatory settlement agreement involving American Modern Home Insurance Company ("**American Modern**"). The Director of the Department ("**Director**"), having reviewed the same, makes the following findings and conclusions:

1. The Director has jurisdiction in the state of Idaho over matters involving insurance regulation, pursuant to the Idaho Insurance Code, Idaho Code § 41-101 *et seq.*

2. American Modern is an Ohio-domiciled insurer holding Idaho Certificate of Authority No. 1092 and is authorized to transact insurance in the state of Idaho.

3. The insurance regulators for the states of Missouri, Minnesota, Ohio, Oklahoma,

Pennsylvania, and Utah (the "**Lead States**") undertook targeted market conduct examinations of certain travel insurance companies, including American Modern, regarding the companies' travel insurance practices. As part of the examination, the Lead States raised a number of regulatory issues with American Modern.

4. American Modern denies any wrongdoing or violations of law.

5. Based on a mutual desire to resolve issues raised in the examination without the need for a hearing or for further administrative action, the Lead States and American Modern have entered into a Regulatory Settlement Agreement ("**Agreement**"), which is attached hereto as Exhibit 1.

6. The Director finds that the terms of the Agreement are appropriate and adoption of the Agreement is in the best interests of the state of Idaho.

7. The Director having signed the Participating State Adoption Form, attached hereto as Exhibit 2, on January 5, 2018, and the Agreement having become effective on February 23, 2018, based on its adoption by a requisite number of jurisdictions, the Director now wishes to memorialize the Agreement by entry of this order.

NOW, THEREFORE, in consideration of the premises,

IT IS HEREBY ORDERED that the Agreement is hereby approved, adopted, and fully incorporated herein by reference. American Modern shall comply with all terms and conditions of the Agreement in accordance with its provisions.

DATED this 23rd day of March, 2018.

STATE OF IDAHO
DEPARTMENT OF INSURANCE

DEAN L. CAMERON, Director

NOTIFICATION OF RIGHTS

This Order constitutes a final order of the Director. Any party may file a motion for reconsideration of this final order within fourteen (14) days of the service date of this order. The Director will dispose of the petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. *See*, Idaho Code § 67-5246(4).

Pursuant to Idaho Code §§ 67-5270 and 67-5272, any party aggrieved by this final order may appeal it by filing a petition for judicial review in the district court of the county in which: (1) the hearing was held; or (2) the final agency action was taken; or (3) the aggrieved party resides or operates its principal place of business in Idaho; or (4) the real property or personal property that was the subject of the agency decision is located. An appeal must be filed within twenty-eight (28) days of: (a) the service date of this final order; or (b) an order denying a petition for reconsideration; or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. *See*, Idaho Code § 67-5273. The filing of a petition for judicial review does not itself stay the effectiveness or enforcement of the order under appeal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of March, 2018, I caused a true and correct copy of the foregoing ORDER ADOPTING REGULATORY SETTLEMENT AGREEMENT to be served upon the following by the designated means:

American Modern Home Insurance Company 7000 Midland Blvd. Amelia, OH 45102-2607	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile

Missouri Department of Insurance Chlora Lindley-Myers, Director P.O. Box 690 Jefferson City, MO 65102-0690	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Minnesota Department of Insurance Jessica Looman, Commissioner 85 7th Place East, Suite 500 St. Paul, MN 55101-2198	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Ohio Department of Insurance Jillian Froment, Director 50 West Town Street Third Floor, Suite 300 Columbus, OH 43215	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Oklahoma Department of Insurance John Doak, Commissioner 7645 E. 63rd Street, Suite 102 Tulsa, OK 74133	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Pennsylvania Insurance Department Jessica Altman, Commissioner 1326 Strawberry Square, 13th Floor Harrisburg, PA 17120	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Utah Insurance Department Todd Kiser, Commissioner 3110 State Office Building Salt Lake City, UT 84114	☒ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile
Judy L. Geier Deputy Attorney General Idaho Department of Insurance 700 W. State Street, 3rd Floor P.O. Box 83720 Boise, ID 83720-0043 judy.geier@doi.idaho.gov	☐ first class mail ☐ certified mail ☐ hand delivery ☐ via facsimile ☒ via email

Pamela Murray

IN THE MATTER OF
AMERICAN MODERN HOME INSURANCE COMPANY
NAIC #23469

REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("Agreement") is entered into as of this 11 day of December, 2017 by and between American Modern Home Insurance Company, the Signatory Lead States and the insurance regulators who, on behalf of their agencies, have executed the form of "Participating State Adoption" set forth as Exhibit A, pursuant to the definitions, terms and conditions set forth below.

A. Recitals

1. At all relevant times during the Examination Period the Company has been a licensed insurance company domiciled in the State of Ohio and authorized to write Travel Insurance in the Participating States. The Company has offered and sold Travel Insurance policies in the Participating States.

2. Beginning in 2014, the Lead States initiated targeted market conduct examinations of certain travel insurance companies, including American Modern Home Insurance Company. Market conduct examination warrants were issued by the Missouri Department of Insurance (and subsequently amended) to the Company regarding travel insurance practices relating to "underwriting and rating, policyholder service, claims, producer licensing, marketing and sales, complaints, and operations/management," covering the period from January 1, 2010 through December 31, 2014 and rates and underwriting information for the period of January 1, 2010 through June 30, 2017. This Examination was supported by the efforts of the National Association of Insurance Commissioners' Market Action Working Group.

3. As part of the Examination, the Lead States have raised a number of regulatory issues with the Company which the Lead States seek to address, clarify or remedy by this Agreement.

4. The Company has cooperated with the Lead States and their examiners and vendors during the course of the Examination by making its books and records available for examination, responding to questions from, and meeting on multiple occasions with the Lead States and their consultants, and making its personnel and agents available to assist as requested by the Lead States. The Company asserts that at all times relevant to this Agreement, including, but not limited to, the Exam Period, 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 and in compliance with all applicable Insurance Laws.

5. The Company denies any wrongdoing or activity that violates any applicable laws or regulations, but in light of the complicated 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 Parties have agreed to resolve all issues relating to the Examination and the regulatory issues through this Agreement. The Participating States and the Company voluntarily enter into this Agreement solely for the purpose of reaching a compromise and settlement to fully and finally resolve the issues raised in the Examination without the need for a hearing or further administrative action.

6. All matters encompassed within the scope of this Agreement and addressed in this Agreement, shall be fully and finally resolved according to the terms of this Agreement without further regulatory or administrative processes or any actions, requirements or monetary payments beyond those enumerated herein.

7. The terms and conditions of this Agreement will apply in all of the Participating States, unless inconsistent with a Participating State's Insurance Laws, in which case the inconsistent provision of the Agreement will be rendered ineffective only in the Participating State(s) whose Insurance Laws conflict with the provision.

8. This Agreement sets forth (B) Definitions, (C) Business Reforms, (D) a Review and Remediation Program, and (E) other miscellaneous provisions.

B. Definitions.

1. "Administrators" means both Third Party Administrators, as defined by Insurance Law in each Participating State and Managing General Agents, as defined by Insurance Law in each Participating State.

2. "Agreement" means this Regulatory Settlement Agreement, including all Exhibits.

3. "Assistance Services" means one or more of the following non-insurance services that may be distributed by Distribution Participants or other entities including, but not limited to:

- Multilingual Assistance that is not related to the purchase of Travel Insurance by the consumer nor related to the handling of a Travel Insurance claim;
- Concierge Services, including restaurant referrals, and excursion and recreation reservations, relaying urgent messages or providing information relating to the purchaser's trip;
- Any other service that is furnished in connection with planned travel and is not directly or indirectly related to Travel Insurance, the administration of Travel Insurance coverage or covered under a policy of Travel Insurance.

4. "Company" means American Modern Home Insurance Company and all affiliated entities including parents and subsidiaries, successors, assigns, officers, directors and employees.

5. "Distribution Participants" means all producers, as defined by the Insurance Law in each Participating State, Limited Lines Travel Insurance Producers, Travel Retailers, business entities as defined by the Insurance Laws in each of the Participating States, agents, travel websites, tour operators, airlines, cruise lines, vacation package promoters, hoteliers, property management companies, timeshare operators, rental car companies, other travel and tourism suppliers, and all other entities and individuals operating, selling, offering or otherwise conducting business on behalf of the Company. Distribution Participants specifically includes Administrators as defined in this Agreement.

6. "Effective Date" means the date this Regulatory Settlement Agreement has been executed by the Company and executed or adopted by thirty (30) states or jurisdictions. This Regulatory Settlement Agreement will not become effective unless executed or adopted by at least thirty (30) states or jurisdictions and the conditions of the Confidential Addendum, which is a confidential work paper of the Examination are fulfilled within ninety (90) days of the Execution Date.

7. "Examination" means the market conduct examination conducted by the Lead States reviewing the Company's Travel Insurance practices during the Examination Period.

8. "Examination Period" means for policyholder services, claims, product licensing, marketing and sales, complaints and operations/management the period from January 1, 2010 to December 31, 2014 and continuing through the end of the Monitoring Time Period and for underwriting and rating the period from January 1, 2010 to June 30, 2017, and continuing through the end of the Monitoring Time Period.

9. "Execution Date" means the date the Agreement is signed by the Managing Lead State.

10. "Illusory Travel Insurance Coverage" means insurance coverage that could never result in payment of any claim for an insured under the policy.

11. "Insurance Laws" means the Insurance Statutes, Rules and Regulations and case law in effect in each Participating State.

12. "Lead States" means the Insurance Departments of the states of Missouri, Minnesota, Ohio, Oklahoma, Pennsylvania and Utah.

13. "Limited Lines Travel Insurance Producer" means, unless otherwise defined by Insurance Laws in a Participating State, a (i) licensed managing general agent or third party administrator, or (ii) a limited lines insurance producer.

14. "Managing Lead State" means the Missouri Department of Insurance, Financial Institutions and Professional Registration.

15. "Monitoring Time Period" begins on the Effective Date and ends three years from the date the Company has adopted and implemented all Business Reforms set forth in Section C of this Agreement if the Company directly or indirectly offers, sells or underwrites Travel Insurance on or after January 1, 2018. There will be no Monitoring Time Period for sales and marketing, underwriting and rating and forms and filing issues unless the Company directly or indirectly, offers, sells or underwrites Travel Insurance on or after January 1, 2018. The Monitoring Time Period for claims issues will end one (1) year after the Company's last travel insurance coverage expires.

16. "Opt-Out Marketing Plan" means, unless otherwise defined by the law in a Participating State, an offer or agreement to sell or provide the Company's Travel Insurance, in a

way under which the customer's silence or failure to take affirmative action (such as checking or unchecking a box to remove coverage), to reject the Company's Travel Insurance results in a) Travel Insurance coverage becoming effective or b) the Company or any of its Distribution Participants collecting or attempting to collect payment from the customer for the Travel Insurance.

17. "Participating States" means the Managing Lead State, the Signatory Lead States and the Insurance Departments of states and U.S. territories that have executed the "Participating State Adoption" form in Exhibit A within forty five (45) days of the Execution Date. Participating States shall include the Managing Lead State and the Signatory Lead States, unless otherwise or separately identified.

18. "Parties" means collectively Company, Signatory Lead States and Participating States.

19. "Self-Funding Insurance Coverages" is where a Distribution Participant, without a valid certificate of authority to engage in the business of insurance, undertakes to engage in the business of insurance as defined by the Insurance Law in any of the Participating States. "Self-Funding Insurance Coverages" does not include Assistance Services or Travel Cancellation Fee Waivers.

20. "Signatory Lead States" means the Lead States that execute this Agreement.

21. "Travel Cancellation Fee Waiver" means, unless otherwise provided by Insurance Law, a contractual agreement between a Distribution Participant and its customer where the Distribution Participant waives its own products/services (including pre-purchased packages of travel products/services for which the Distribution Participant is contractually obligated) and refunds all or part of the full purchase price without regard to the reason for cancellation.

22. "Travel Insurance" means insurance coverage for individual risks incident to planned travel, including, but not limited to:

- Interruption or cancellation of trip or event;
- Loss or delay of baggage or personal effects;
- Damages to accommodations or rental vehicles;
- Sickness, accident, disability or death occurring during travel and any related medical services;
- Missed connection;
- Emergency evacuation and repatriation and any related emergency services;
- Accidental death and dismemberment;
- Repatriation of remains;
- Loss due to travel delay;
- Any other contractual obligation to indemnify a specified amount to the traveler that constitutes insurance under the law in any of the Participating States.

"Travel Insurance" does not include:

- Major medical plans which provide comprehensive medical protections for travelers with trips lasting six (6) months or longer, including, but not limited to, those working overseas as expatriate or military personnel deployed overseas;
- Assistance Services; or
- Travel Cancellation Fee Waivers.

23. "Travel Retailer" means, unless otherwise defined by Insurance Laws in a Participating State, a business entity that makes, arranges or offers travel services and may offer

and disseminate Travel Insurance as a service to its customers on behalf of and under the direction of a Limited Lines Travel Insurance Producer.

C. Business Reforms.

The Company agrees that to the extent the following business reforms have not already been adopted by the Company, the Company will adopt and implement such business reforms. The Company will have six (6) months from the Effective Date to adopt and implement such business reforms, unless a different date is prescribed herein.

Distribution Participants

1. Licensing and Registration. Company agrees to ensure that all Distribution Participants, through which its travel insurance products are distributed, will be properly licensed or registered, where required, under applicable state Insurance Law. Company will ensure that for all Distribution Participants operating on its behalf, all registries will be maintained according to the Insurance Laws of each of the Participating States. Company also agrees that it will not provide compensation to any entities or individuals distributing Travel Insurance on its behalf or provide compensation to any entity or individual unless such entity or individual is lawfully permitted to receive such compensation in accordance with applicable state Insurance Law. Within ten (10) business days after the Effective Date, Company further agrees to provide all Distribution Participants who are required to be licensed or registered under the Participating State's Insurance Laws and involved in the sale or distribution of its Travel Insurance a notice in the form of Exhibit B. Company further agrees to work in good faith with its licensed and registered Distribution Participants to ensure that Exhibit B is provided to all Distribution Participants that offer or sell Company's Travel Insurance. Within twenty (20) days after the

Effective Date, Company will provide the Signatory Lead States with a list of all Distribution Participants provided with Exhibit B.

2. Third Party Oversight. Company agrees to audit all Administrators operating on its behalf pursuant to the terms of this section. Such audits will review business practices, adherence to contractual obligations, compliance with any fiduciary duties established pursuant to applicable state law, and separation of funds according to the requirements of applicable state law. If the Company has ceased offering, selling and underwriting Travel Insurance as of December 31, 2017, but continues to have policies in force after December 31, 2017, Company will conduct at least two (2) audits of claims during each calendar year in which policies remain in force, and at least one of the two audits will be conducted at the office of the entity being audited. If the Company offers, sells or underwrites Travel Insurance after December 31, 2017, Company will conduct full audits at least twice annually starting in 2018 and continuing until the end of the Monitoring Time Period, and at least one of the two audits per year will be conducted at the office of the entity, which is being audited. Details of each audit, including the audit plan, date performed, items reviewed, concerns noted, if any, and corrective action taken, if any, will be documented and retained by Company during the Monitoring Time Period and thereafter in accordance with applicable record retention laws in the Participating States. Company also agrees to develop and maintain a procedure manual for conducting such audits. After the expiration of the Monitoring Time Period, Company agrees to audit all Administrators operating on its behalf as required by applicable state Insurance Law. Company further agrees, during the Monitoring Time Period, to notify Signatory Lead States of any changes in Administrators acting on its behalf. This includes Administrators with new contracts and Administrators that have contracts terminated with the Company.

Rates and Forms

3. Filing and Timing. Company agrees to review its policy forms, rates, and rules used in connection with the sale of Travel Insurance and the results of the actuarial review conducted as part of this multi-state examination to determine if the policy forms, rates and rules comply with state Insurance Law in each of the Participating States and comply with the terms of this Agreement. The Company will file, re-file, or certify existing filings for its policy forms, rates, and rules in the Participating States on or before March 31, 2018 where necessary to be in compliance with a Participating State's Insurance Law and with the terms of this Agreement, provided, however, no such filing, re-filing or certification shall be necessary in any Participating State in which the Company has ceased writing Travel Insurance business on or before December 31, 2017. Company will have nine (9) months (with the opportunity to request additional time from the Signatory Lead States) after such filings are made to implement related requirements, including, but not limited to, provisions relating to emergency medical transportation and repatriation of remains, for that product under Participating State Insurance Law and under this Agreement. The Company may request confidential treatment of rating and underwriting information that it files pursuant to the Insurance Laws of the Participating States. Company further agrees that on or before February 28, 2018, it will provide the Signatory Lead States with a list of all Participating States where it does not intend to file policy forms, but intends to write Travel Insurance business, and a list of all Participating States where it intends to file or re-file its policy forms, rates or rules.

4. Filed Rate Elements. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that in all Participating States, it will follow that state's

filing requirements as set out in the state's Insurance Law, including, if required, filing all elements used in its rating process such that rates can be replicated based upon its rate filings.

5. Policy Details. All coverage benefits, limits, exclusions and deductibles shall be contained in a written document, or where not prohibited by state Insurance Law, in an electronic document provided to the policy purchaser at the time of purchase. Limits include, but are not limited to, per person, per accident, and aggregate coverage limits, if applicable.

6. No Unfair Discrimination. Company agrees not to utilize any unfair discrimination, as defined by the Insurance Laws in each Participating State, in its Travel Insurance rate and rule filings for use in the Participating States.

7. Rate Filings. Pursuant to the filing and timing provisions specified in Section C (3) above, in Participating States where Travel Insurance rate filings are required, Company agrees to comply with each Participating State's Insurance Laws, and, where required, to file specific rates, factors, and inputs for rating each coverage or coverages that are actuarially justified, including all elements used in the development of Travel Insurance premium rates for any coverage. The filings shall include clear definitions of all terms used. Company also agrees to ensure that the calculation of Travel Insurance premiums charged by the Company or by Distribution Participants to individuals insured under the Company's coverages are not excessive, inadequate or unfairly discriminatory.

8. Consistent Rates. Pursuant to the filing and timing provisions specified in Section C (3) above, where required by Participating State Insurance Laws, the Company agrees that the premium charged to the insured for Travel Insurance will not vary between Distribution Participants when the trip cost, state of residence, coverages, and all other factors are the same. Where required by a Participating State's Insurance Law, the Company will maintain a means to

identify the forms and rates used by each Distribution Participant and for each amount charged to an insured, and the amounts charged must be able to be independently calculated by a Participating State based on the forms and rates identified (and any other factors used in determining the amount charged).

9. Charges and Fees. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that the cost of its Travel Insurance will be the filed rate. Company agrees that it will not engage in unfair discrimination, as defined by the Insurance Laws of each Participating State, and will prohibit its Distribution Participants from engaging in unfair discrimination, as defined by the Insurance Laws of each Participating State, in the application of any premium or fees charged for Travel Insurance, at any point in the sales transaction, in connection with the sale of the Company's Travel Insurance coverage. Pursuant to the filing and timing provisions specified in Section C (3) above, any fees charged in connection with the sale of the Company's Travel Insurance coverage that are charged to a consumer must relate directly back to a charge incurred or a service provided.

10. Self-Funding Insurance Coverages. Company agrees that it will prohibit any Distribution Participant operating, selling, or conducting business on its behalf from Self-Funding Insurance Coverages, including but not limited to, trip cancellation, trip interruption, emergency medical transportation, repatriation of remains or other insurance coverages unless the entity that is self-funding has a valid certificate of authority issued by the applicable Participating State Department of Insurance. Company further agrees to include in Exhibit B, a written notice to all Distribution Participants, who are required to be licensed or registered under the Participating State's Insurance Laws and are involved in the sale or distribution of the Company's Travel Insurance, informing each Distribution Participant that state Insurance Laws for Self-Funding

Insurance Coverages must be complied with if any coverage is unauthorized insurance. Company agrees to report to the Signatory Lead States, during the Monitoring Time Period, any instances where they become aware that Distribution Participants, in connection with the sale of the Company's Travel Insurance, are self-funding any insurance coverages in contravention of the terms of this section.

11. Free Insurance. Except as permitted by Insurance Law in a Participating State, Company agrees that it will not provide and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from providing basic Travel Insurance coverage free of charge, but then charge a fee for any upgraded Travel Insurance product or service. Company further agrees that it will not advertise and will prohibit its Distribution Participants from advertising that its Travel Insurance is free for children or included at no additional cost when a surcharge or any additional charge is placed on coverage for adults.

12. Free Look Refunds. Where a Travel Insurance contract contains a free look provision, in the event of a valid cancellation of Travel Insurance, Company agrees to refund all amounts collected including premium and fees for Travel Insurance from the purchaser by the Company or a Distribution Participant, unless the Insurance Law of a Participating State provides otherwise. No contract that contains a free look provision shall allow any Distribution Participants to keep any fees collected from the purchaser for the sale of the Company's Travel Insurance if a valid cancellation occurs. Refunds shall be made within thirty (30) days of the cancellation of the Travel Insurance unless the time for making refunds is prescribed by the applicable Participating State's Insurance Law.

13. Insurance Documents to Comply with State Law. Company agrees that all insurance-related documents, including but not limited to, policy forms, endorsements, and

certificates of insurance, will be in compliance with applicable state Insurance Law in each of the Participating States. Company further agrees that its claims manuals, underwriting procedures manuals, and related documents follow the contracts of Travel Insurance issued and are in compliance with applicable state Insurance Law in each of the Participating States.

Sales Practices

14. Unfair Discrimination. Company agrees that it will not engage in unfair discrimination, as defined by the Insurance Laws of each Participating State, and will prohibit its Distribution Participants from engaging in unfair discrimination, as defined by the Insurance Laws of each Participating State, in the application of any Travel Insurance premium or fees charged, at any point during the sale of the Company's Travel Insurance coverage. Pursuant to the filing and timing provisions specified in Section C (3) above, the Company agrees that any premium or fees for the Travel Insurance coverage that is charged to a consumer must relate directly back to an approved rate filing. Any fees charged at any point in the sales transaction, in connection with the Company's Travel Insurance coverage that are charged to a consumer must relate directly back to a charge incurred or a service provided. Company also agrees to prohibit any Distribution Participants from charging a separate fee, including a producer service fee, for Travel Insurance in addition to the Travel Insurance premium or to add any charges or fees for any of the Company's Travel Insurance products or related insurance services without a separate written agreement with the insured, unless permitted by a Participating State under its Insurance Law. Company agrees to report to the Signatory Lead States, during the Monitoring Period, any instances of which the Company becomes aware of where Distribution Participants charge a separate fee in addition to the Travel Insurance premium, for the Company's Travel insurance, without a separate written agreement with the insured.

15. Prohibited Sales Practices. Company agrees that it will not engage in any deceptive, fraudulent or misleading sales practices, as defined by the Insurance Laws of the Participating States, in connection with the sale of the Company's Travel Insurance and will prohibit its Distribution Participants from engaging in any deceptive, fraudulent or misleading sales practices, as defined by the Insurance Laws of the Participating States, in connection with the sale of the Company's Travel Insurance. Company further agrees that it will not offer or sell Travel Insurance policies using an Opt-Out Marketing Plan in any Participating State unless the use of such Opt-Out Marketing Plan is permitted by the Participating State's law, and will prohibit its Distribution Participants from offering or selling the Company's Travel Insurance policies using an Opt-Out Marketing Plan in any Participating State unless the use of such Opt-Out Marketing Plan is permitted by the Participating State's law.

16. Compulsory Insurance. Except as permitted by law, Company agrees that it will not require or mandate, and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from requiring or mandating the purchase of Travel Insurance as a condition for the purchase of the trip or travel package. This prohibition includes representing to any consumer that the purchase of Travel Insurance is compulsory.

17. Illusory Travel Insurance. Company agrees that it will not offer or sell Illusory Travel Insurance Coverage and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from offering or selling Illusory Travel Insurance Coverage.

18. Advertising and Marketing. Company agrees to ensure that all sales materials, advertising materials, marketing materials and other client-facing documents comply with the Insurance Laws of the Participating States to the effect that they: a) are consistent with all insurance-related documents, including but not limited to, forms, endorsements, policies and

certificates of insurance, b) reflect filed rates, c) do not contain ambiguous language where such language is not permitted by applicable state law, and d) are not untrue, deceptive or misleading.

19. Policy Interpretation. Any disputes regarding Travel Insurance policy language will be interpreted consistent with each Participating State's Insurance Law governing the interpretation of insurance contracts.

20. Trusts. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that it will not sell, and will prohibit its Distribution Participants, in the sale of the Company's Travel Insurance, from selling its Travel Insurance through a trust in a Participating State where the Participating State's law does not authorize the sale of Travel Insurance through a trust.

21. Group and Blanket Coverage. Pursuant to the filing and timing provisions specified in Section C (3) above, Company agrees that it will not sell Travel Insurance containing property and casualty benefits, and will prohibit its Distribution Participants, from selling the Company's Travel Insurance, containing property and casualty benefits, on a group or blanket basis in a Participating State where the Participating State's law does not permit the sale of Travel Insurance, containing property and casualty benefits, on a group or blanket basis. Company further agrees that where the sale of Travel Insurance, containing property and casualty benefits, on a group or blanket basis is permitted by a Participating State, any coverage documents based on a group or blanket policy will not be issued to residents of a Participating State that prohibits Travel insurance, containing property and casualty benefits, on a group or blanket basis to be sold in the Participating State. All sales of the Company's Travel Insurance to residents of Participating States that do not permit the sale of Travel insurance containing property and casualty benefits on a group or blanket basis shall be on an individual basis.,

Claims and Claims Practices

22. Handling of Claims. Company agrees that claims for Travel Insurance benefits, including pre-existing conditions claims, will be adjudicated based on the Insurance Laws of the Participating State where the purchaser resides and based on the relevant insurance policy language. Company agrees that unless otherwise specified in the policy, a pre-existing condition waiver waives all pre-existing conditions.

23. Coordination of Benefits. Company shall pay claims in accordance with each Participating State's coordination of benefit laws when coordination of benefits is applicable to Travel Insurance under Participating State Insurance Law.

Record Retention

24. Company agrees that it will maintain documentation of its underwriting, rating, complaint, and claims files in accordance with applicable state law in the Participating States.

Insurance and Assistance Services

25. Pursuant to the filing and timing provisions specified in Section C (3) above, and where prohibited by law in a Participating State, Company agrees not to combine and package the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance in its rate filings and in the sale of its Travel Insurance to consumers, and will prohibit its Distribution Participants from combining and packaging the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance in the sale of its Travel Insurance to consumers. Pursuant to the filing and timing provisions specified in Section C (3) above, and where combining and packaging the cost of Assistance Services or Travel Cancellation Fee Waivers with the cost of Travel Insurance is not prohibited by law in a Participating State,

Company agrees that it will provide all disclosures in connection with the sale of the combined and packaged product that are required by Insurance Law in a Participating State.

Premium Tax

26. Company agrees that it will pay premium tax on all sales of Travel Insurance.

27. Unless otherwise provided for by law, Company agrees to report premiums collected by the Company and by Distribution Participants, and to pay premium tax for Travel Insurance premiums, that are included in a policy and in a rate filing, to the appropriate Participating State, based on the state of residence of a) the primary Travel Insurance policyholder for sales of individual policies, b) the blanket Travel Insurance policyholder for sales of blanket policies that are permitted under Section C (21), and c) the primary Travel Insurance certificate holders for sales of group policies that are permitted under Section C (21). Company further agrees to obtain and maintain documentation of specific identifying information necessary to determine the state to which premium tax should be reported, including but not limited to, the policyholder's or certificate holders name, address and zip code in order to report premium tax correctly.

Miscellaneous

28. Company agrees that, in connection with the offer or sale of its Travel Insurance, it will comply with anti-rebating laws in the Participating States and will require its Distribution Participants to comply with anti-rebating laws in the Participating States. Company agrees to monitor Distribution Participants to ensure compliance with anti-rebating laws in the Participating States in connection with the offer or sale of its Travel Insurance.

29. Company agrees that it will adopt and implement in each of the Participating States all recommended corrective actions contained in the Corrective Actions for Claims Handling Report dated December 1, 2016, which is part of the examination workpapers for Exam

No.1503-15-TGT, to the extent that such corrective actions are consistent with the Insurance Laws in the applicable Participating State.

30. Company agrees that it will adopt and implement in each of the Participating States, except Pennsylvania, all Forward Looking Guidelines for Rate Filings contained in the Merlinos & Associates Report dated December 1, 2016, which is part of the examination workpapers for Examination No.1503-15-TGT, to the extent that such corrective actions are consistent with the Insurance Laws in the applicable Participating State, unless the Company has exited the Travel Insurance market on or before January 1, 2018.

Exiting the Travel Insurance Market

31. Company has represented to the Lead States that it intends to exit the Travel Insurance business. For the purpose of this Agreement, exiting the Travel Insurance business means the cessation of new business on or before December 31, 2017. In the event that the Company does not, directly or indirectly, offer, sell, or underwrite Travel Insurance between January 1, 2018 and January 1, 2023,the provisions of Section C (3) (4) (7) (8) (9) (10) (14) (20) (21) (25) and (30) of this Agreement shall not apply to the Company.

32. Company agrees that in the event it does not intend to exit the Travel Insurance business as of December 31, 2017, it will notify the Signatory Lead States of such intention on or before November 30, 2017.

D. Review and Remediation Program

Opt-Out Remediation Program

1. Without admitting any liability whatsoever, Company agrees that it will provide refunds to consumers in the Participating States who purchased Travel Insurance from the Company or its Distribution Participants through an Opt-Out Marketing Plan.

2. Eligible claimants (hereinafter "Claimants") will include any insured who purchased Travel Insurance from the Company or its Distribution Participants in the Participating States through an Opt-Out Marketing Plan between January 1, 2010 and the Execution Date , did not file an insurance claim and has not received a full refund.

3. The amount of the refund for each Claimant will be the entire amount paid by the Claimant to the Company or to the Distribution Participant that sold the Company's Travel Insurance product, including any amounts paid for Assistance Services or Travel Cancellation Fee Waivers.

4. Within six (6) months of the Effective Date, the Company will mail a refund check to each eligible Claimant. The mailing will include a letter, subject to prior Lead State approval, notifying the Claimant of the refund and explaining the circumstances surrounding the payment of the refund.

5. Refund payments will be in the form of a draft that is mailed to the Claimants last known mailing address, and the draft will be valid for ninety (90) days from its date of issue.

6. In the event that mailings are returned as undeliverable, the Company will make a good faith effort to locate a correct address for the Claimant by utilizing a database such as accurint or another similar database. If a new address is discovered, a new mailing, including a refund check, will be sent to the Claimant within fifteen (15) days of the discovery of the new address.

7. All payments of refunds shall be issued within one (1) year of the Effective Date. Ninety (90) days after all refunds have been issued; the Company will provide the Signatory Lead States with a final accounting of all sums paid as refunds. The accounting will include:

(a) the name of the Claimant;

(b) the address of the Claimant;

(c) the amount of the refund;

(d) the date of the refund; and

(e) the date the refund draft was cashed.

8. Any undistributed funds will not be returned to the Company, but will escheat under each Participating State's unclaimed property laws.

9. With the exception of the final summary totals of refund amounts and the number of insureds provided with a refund, all other information, records and correspondence pertaining to the refunds and the claims process shall be considered as a workpaper of the Examination and shall be accorded confidential treatment consistent with each Participating State's laws.

E. Other Provisions

1. Authority to Execute. The Parties represent and warrant that the person(s) executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

2. Full and Final Agreement. This Agreement represents the entire understanding between the Company and the Participating States with respect to the subject matter contained herein and supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, between the Company and any Participating State. This Agreement constitutes full and final resolution of all the issues raised in the Examination in each of the Participating States.

3. Multi-State Administrative Payment. Without admitting any liability whatsoever, the Company will make an Administrative Payment of $255,000.00, to be distributed among the Participating States in an equitable manner proposed by the Signatory

Lead States. Within twenty (20) business days after the deadline for Participating State Adoption of this Agreement, the Signatory Lead States will: a) provide the Company with a copy of each Participating State's signed State RSA Adoption Form (Exhibit A) and b) provide the Company with an allocation table specifying the percentage and payment amount payable to each Participating State. The Administrative Payment shall be made by the Company to each Participating State within thirty (30) business days of receipt of the payment instructions from the Signatory Lead States, unless the Company and the Signatory Lead States agree to an extension. Payment shall be made as directed in each Participating State's signed State RSA Adoption Form (Exhibit A). Only Participating States that execute this Agreement or deliver an executed State Adoption of Regulatory Settlement Agreement Form as set forth in Exhibit A to the Signatory Lead States will receive a payment pursuant to the terms of this Agreement. The payment amount reflects the Company's mitigating factors and level of cooperation. Subject to the provisions of Section D, upon receipt of payment by each Participating State, the Company's financial obligation to the Signatory Lead States and Participating States arising from the Examination shall be extinguished.

4. Monitoring. During the Monitoring Time Period, the Company shall provide the Signatory Lead States with semi-annual reports, in a format acceptable to the Signatory Lead States, beginning six (6) months from the Effective Date addressing the implementation and execution of the requirements of this Agreement. Each report shall be delivered to each of the Signatory Lead States within thirty (30) days following the end of the applicable reporting period. During the Monitoring Time Period, the Signatory Lead States may notify the Company if they believe that additional remedial actions are necessary to ensure the Company's

compliance with the requirements of this Agreement, and are not inconsistent with the terms and conditions of this Agreement, including Section E (2).

5. Confidentiality of Monitoring. The monitoring of the Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Signatory Lead States pursuant to each of their respective jurisdiction's laws. Consistent with applicable law, each Lead State shall accord confidential treatment to the work papers, recorded information, and other documents produced by or disclosed by the Company.

6. Monitoring Costs. During the Monitoring Time Period, the reasonable costs and expenses of the Signatory Lead States related to the monitoring of the Company's compliance with this Agreement, including the costs and expenses of conducting the ongoing examination referenced in Section E (4) and (5), shall be borne by the Company.

7. No Additional Exams. During the Monitoring Time Period, if the Company complies with all provisions contained in this Agreement, the Participating States agree they will not initiate any market conduct examinations and/or investigations relating to any of the issues subject to this Agreement other than the ongoing examination by the Signatory Lead States referenced in Section E (4) above.

8. Enforcement. The execution of this Agreement by the Signatory Lead States and the timely adoption of this Agreement by the Participating States constitute the entry of an Order by each Signatory Lead and Participating State. The failure to comply with any provision of this Agreement shall constitute a breach of the Agreement and a violation of an Order of each Participating State. Any enforcement action brought by any Participating State shall be in conformity with the provisions of this paragraph. If a Participating State believes that the Company has breached a provision of this Agreement, including, but not limited to, the Business

Reforms that Participating State shall provide written notice of the alleged breach to the Company and will also notify the Signatory Lead States that the alleged breach has occurred. Company shall have the opportunity, within fifteen (15) business days of receipt of such notice, to present evidence in writing and/or through appearance before the state insurance regulator in an attempt to rebut the allegation(s) or to seek an extension to address the alleged breach. Company shall have forty-five (45) business days from the date of receipt of the state's written breach notice to cure any breaches, unless the Parties agree to an extension. The Participating State and the Company agree to act and negotiate in good faith to resolve any alleged breach of the Agreement. A breach constitutes a breach of the entire Agreement only if the breach is deemed material, which for purposes of this Agreement means a significant, substantial failure in the performance of the Agreement, and central to the entire Agreement. The failure of the Company to cure a non-material breach within the forty five (45) days permitted by this Section also constitutes a material breach. A breach may be deemed material in a Participating State without being material in all Participating States. A material breach of this Agreement shall constitute the violation of an Order where determined in any Participating State in which the material breach occurs. A Participating State shall not pursue any enforcement action against the Company until the 45 day cure period has expired, but may then seek, without limitation, to enforce the provisions of this Agreement through administrative or legal enforcement actions and may seek penalties for violations of this Agreement. Any enforcement action brought by any Participating State shall be governed by the laws and regulations of that Participating State.

9. Governing Law. Any action or proceeding to enforce the provisions of this Agreement brought by any Participating State shall be governed by the laws and regulations of

such Participating State. This Agreement shall be governed by, and interpreted in accordance with each Participating State's law

10. Release. Each Participating State hereby agrees to and does release the Company and any of its parents and subsidiaries, successors, assigns, officers, directors and employees from any and all claims, sanctions, losses, demands, interest, penalties, actions or other causes of action that each Participating State may have by reason of any matter, cause or thing whatsoever, regarding or relating to this Examination and the issues raised in this Examination, or encompassed by the scope of this Agreement or as a result of any practices revealed by the Examination, to the extent such practices commenced prior to the Effective Date of this Agreement. Notwithstanding the foregoing, this Agreement is not intended to, nor may it be construed to, limit a Participating State's authority to investigate, examine or act upon any noncompliance of the Company with Insurance Laws regarding matters not within the scope of this Agreement. Further, nothing in this Agreement limits the authority of the Participating States to conduct any regulatory functions, including but not limited to dealing with specific instances of consumer complaints, licensing of insurers, Administrators, producers and other entities, or rate and form filings. This Agreement is not intended and may not be construed to limit the authority of any Participating State to investigate, examine and take appropriate action as to matters outside the scope of this Agreement. Except as provided herein, nothing in this Agreement shall be construed to waive or limit any rights the Participating States may have to regulate the Company or to seek such other remedies for a violation of law or regulation.

11. Subsequent Law. If a Participating State adopts an Insurance Law relating to or conflicting with any provision of this Agreement, then application of such provision of this Agreement shall be superseded by such Insurance Law or regulation as it applies in that

Participating State (and that state alone), provided that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.

12. Non-Admissibility. Neither this Agreement nor any part thereof, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or any wrongdoing by the Company or any of its parents and subsidiaries, successors assigns, officers, directors and employees.

13. No Admission of Liability. This Agreement does not constitute an admission of liability, violation, or wrongdoing by the Company and the Company expressly denies that any of its actions or alleged actions were knowingly committed or represented a pattern and/or business practice that would violate the insurance unfair trade practice laws, claims settlement laws, or any other applicable statutes or regulations of any of the Participating States. Neither this Agreement nor any part thereof, nor any related negotiations, statements or court proceedings shall be offered by the Company, the Signatory Lead States, the Participating States or any third party as evidence of an admission, denial or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to the Company or the Participating States, as a waiver by the Company or the Participating States of any applicable defenses, including without limitation any applicable statute of limitations or statute of frauds; or as a waiver by the Participating States of any regulatory authority regarding the matters addressed in the Examination.

14. No Impairment of Legal Activity. 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 Examination regarding any alleged act or omission of the Company.

15. No Impact on Current Travel Insurance. Nothing in this Agreement or any of its terms and conditions shall be interpreted to alter in any way the terms or the validity of any of the Company Travel Insurance policies or certificates issued prior to the Effective Date, except to the extent that the Company is required by the Agreement to provide refunds to purchasers of Travel Insurance pursuant to Section D of this Agreement. Nothing in this Agreement shall be interpreted to release the Company from its obligation to pay claims in accordance with policy provisions. Further, nothing in this Agreement shall be interpreted to relieve the Company of its obligations to process consumer complaints in accordance with applicable law.

16. Extensions. The Signatory Lead States and the Company may mutually agree, in writing, to any reasonable extensions of time that might become necessary to carry out the provisions of this Agreement. In the event the Company believes it will be unable to meet a deadline under the Agreement, the Company will promptly, but in no event less than fourteen (14) business days prior to the deadline in question, inform the Signatory Lead States. The Company will use its reasonable best efforts to meet any such deadline as soon as practicable. The Signatory Lead States agree that they will consider all requests for extensions from the Company in good faith.

17. Amendments. No amendments shall be made to this Agreement except in writing and where agreed to by the Signatory Lead States on behalf of the Participating States. Nothing in this Agreement is meant to prohibit a Participating State from entering into a separate agreement with the Company regarding its Travel Insurance practices and procedures in that state.

18. Notice and Request for Modification. The Signatory Lead States will notify the Company of any Agreements or terms of Agreements that they enter into with any other Travel Insurance companies that is inconsistent with the Business Reforms adopted in this Agreement. Upon receipt of such notice, Company may seek a modification to this Agreement relating to the Business Reform at issue from the Signatory Lead States, and the Signatory Lead States will not unreasonably withhold consent to such a request for modification.

19. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement. Execution and delivery of this Agreement may be performed by e-mail or facsimile transmission.

20. Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

21. Severability. If any term or provision of this Agreement is determined by any court, regulatory or governmental agency to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be deemed stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Additionally, in the event that a court, regulatory or governmental agency determines that the Company has failed to satisfy a provision of this Agreement, pursuant to the Enforcement provision in Section E (8), it is the intent of the Parties that the remainder of this Agreement and its corresponding obligations and provisions are not affected thereby and remain in effect.

22. Preservation of Rights. This Agreement shall not confer any rights upon any persons or entities other than the Parties to it or extinguish any such rights, and the Agreement is

not intended to be used for any other purpose. This Agreement shall be governed by, and interpreted in accordance with each Participating State's law

23. Participating State Adoption. States may adopt this Agreement and become Participating States if they execute and return to the Signatory Lead States a Participating State Adoption in in the form of Exhibit A on or before forty five (45) days from the date this Agreement is executed by the Managing Lead State.

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

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

American Modern Home Insurance Company

By: _____ _____

Title: SVP _____ Chief Compliance & Ethics Officer

Date: 7-21-17 _____ July 21, 2017 _____

Missouri Department of Insurance, Financial Institutions and Professional Registration

By: Chlara Lindley-Myers

Title: Director

Date: 12 December 2017

Minnesota Department of Commerce

By: Anne O'Connor

Title: Deputy

Date: 9·15·17

Ohio Department of Insurance

By: Jillian Froment

Title: Director

Date: 8/15/17

Oklahoma Insurance Department

By: Joel L. Sander
Joel L. Sander

Title: Deputy Commissioner, Finance

Date: October 18, 2017

Pennsylvania Insurance Department

By: Teresa D. Miller

Title: Commissioner

Date: July 27, 2017

Utah Insurance Department

By: _____

Title: Commissioner

Date: 8.1.17

Exhibit A
PARTICIPATING STATE ADOPTION
of
REGULATORY SETTLEMENT AGREEMENT

MARKET CONDUCT EXAMINATION OF
TRAVEL INSURANCE PRACTICES

IN THE MATTER OF
AMERICAN MODERN HOME INSURANCE COMPANY
NAIC #23469

On behalf of [STATE INSURANCE REGULATORY AGENCY], I, [EXECUTING OFFICIAL], as [EXECUTING OFFICIAL'S TITLE], hereby adopt, agree, and approve the Regulatory Settlement Agreement dated [EFFECTIVE DATE] by and between the above-named Company and the regulatory agencies named therein.

[STATE INSURANCE REGULATORY AGENCY]
By:_____
Title:_____
Date:_____

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

CONTACT NAME:

MAILING ADDRESS:

PHONE NUMBER:

EMAIL:

PAYMENT MADE TO:

Please return this form to:

Stewart Freilich, Senior Regulatory Affairs Counsel
Missouri Department of Insurance, Financial
Institutions and Professional Registration
PO Box 690
Jefferson City, MO 65102
Stewart.freilich@insurance.mo.gov

Exhibit B

Content of Notice to Distribution Participants

To: Distribution Participants

From: American Modern Home Insurance Company

Re: Regulatory Settlement Agreement

Dear Colleagues:

In 2014, several state insurance departments initiated market conduct examinations and investigations of the travel insurance industry generally. To resolve these examinations and investigations, participating states insurance departments have offered the opportunity for many of these insurance companies to enter into a Regulatory Settlement Agreement (the "Agreement") without any admission of wrongdoing. In an effort to get this matter resolved, American Modern Home Insurance Company ("American Modern" or "Company") thought it in its best interest for itself and its partners and clients to enter into this Agreement. Attached is a copy of the Agreement, including all exhibits thereto, which we are required to provide you pursuant to Section C(1) thereof. Please note the requirements contained in the Agreement as they relate to Distribution Participants.

All travel insurance companies have a duty to ensure that their distribution participants (including agents and administrators such as TPA's and MGA's) comply with all applicable laws and regulations for agents and administrators who are acting on the Company's behalf. Pursuant to the terms of the Agreement, this is to American Modern hereby notifies you of the following specific regulatory requirements:

- The solicitation and purchase of insurance is governed by applicable state law and anyone found violating state law may be subject to license revocation, administrative fines, civil penalties and other remedial actions provided for by applicable state law.

- No one may charge a separate fee for travel insurance in addition to the travel insurance premium or add any charges or fees for any of the Company's travel insurance products or related services without a separate written agreement with the insured, unless permitted by applicable law, and must comply with all state anti-rebating laws in connection with the sale of travel insurance.

- No one may offer or sell travel insurance policies using an opt-out marketing -plan unless using opt-out for insurance is permitted by applicable law.

- No one may undertake to engage in underwriting or taking risk that would be considered the business of insurance, as defined by law, without a valid certificate of

authority to do so, unless permitted by applicable law.

- No one may represent that travel insurance is compulsory, or require or mandate the sale of travel insurance as a condition for the purchase of a trip or travel package, unless permitted by applicable law.

- No one may sell in the same package or include or require in the sale of travel insurance the costs of non-insurance assistance services or travel cancellation fee waivers to consumers, or conversely sell in the same package or include or require in the sale of non-insurance assistance services or travel cancellation fee waivers, the cost of travel insurance, unless permitted by applicable law.

American Modern is required to work in good faith with its licensed and registered distribution participants to ensure that this Notice is provided to all distribution participants that offer or sell Company's travel insurance. Please forward a copy of this Notice to all travel retailers and business entities offering or selling American Modern Home Insurance Company's Travel Insurance.

Please contact [insert name of company contact and contact information] if you have any questions.

Exhibit A

PARTICIPATING STATE ADOPTION
of
REGULATORY SETTLEMENT AGREEMENT

MARKET CONDUCT EXAMINATION OF
TRAVEL INSURANCE PRACTICES
MAWG Travel Exam # 1503-15-TGT

IN THE MATTER OF
AMERICAN MODERN HOME INSURANCE COMPANY
NAIC #23469

On behalf of Idaho Department of Insurance, I, Dean L. Cameron, as Director, hereby adopt, agree, and approve the Regulatory Settlement Agreement dated December 11, 2017 by and between the above-named Company and the regulatory agencies named therein.

Idaho Department of Insurance
By: _____
Title: Director
Date: 1/5/18

Please provide the following information as to how your jurisdiction's allocation of the Multi State Administrative Payment should be sent from American Modern Home Insurance Company.

CONTACT NAME: October Nickel

MAILING ADDRESS: 700 W. State Street Boise Idaho 83702

PHONE NUMBER: 208-334-4216

EMAIL: October.nickel@doi.idaho.gov

PAYMENT MADE TO: Idaho Department of Insurance

Please return this form to:
Stewart Freilich, Senior Regulatory Affairs
Counsel Missouri Department of Insurance,
Financial Institutions and Professional
Registration
PO Box 690
Jefferson City, MO 65102
Stewart.freilich@insurance.mo.gov

EXHIBIT
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