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Department of Insurance
State of Idaho

Attorneys for the Department of Insurance

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE
STATE OF IDAHO

In the Matter of:

GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY

NAIC No. 91472
Idaho Certificate of Authority No. 1323

Docket No. 18-3623-19

**ORDER ADOPTING
REGULATORY SETTLEMENT
AGREEMENT**

On or about January 10, 2019, the Idaho Department of Insurance (“Department”) received notice of a proposed regulatory settlement agreement involving Globe Life and Accident Insurance Company (Globe Life”). 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. Globe Life is a Nebraska-domiciled insurer holding Idaho Certificate of Authority

No. 1323 and is authorized to transact insurance in the state of Idaho.

3. The Oklahoma Insurance Department, with the assistance of the insurance regulators for the states of Kansas, Minnesota, Missouri, and Nebraska (collectively, with Oklahoma, the “Lead States”), conducted a multi-state targeted market conduct examination of Globe Life’s rating, marketing, and sales practices with regard to its group life products, as well as an assessment of Globe Life’s cybersecurity controls.

4. As part of the examination, the Lead States raised a number of regulatory issues with Globe Life.

5. Globe Life denies any wrongdoing or violations of applicable laws or regulations.

6. 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 Globe Life have entered into a Regulatory Settlement Agreement (“Agreement”), a copy of which is attached hereto as Exhibit 1.

7. 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.

8. The Director having signed the Participating State Adoption of Regulatory Settlement Agreement, (Exhibit A to the Agreement), on January 14, 2019, and the Agreement having become effective on February 23, 2019, 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 approved, adopted, and fully incorporated herein by reference. Globe Life shall comply with all terms and conditions of the Agreement in accordance with its provisions.

DATED this 4 day of March, 2019.

STATE OF IDAHO
DEPARTMENT OF INSURANCE



DEAN L. CAMERON
Director

NOTIFICATION OF RIGHTS

This is a final order of the agency. Any party may file a motion for reconsideration of this final order within fourteen (14) days of the service date of this order. The agency will dispose of the motion for reconsideration within twenty-one (21) days of its receipt, or the motion 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 or orders previously issued in this case may file a petition for judicial review in the district court of the county in which:

- i. A hearing was held;
- ii. The final agency action was taken;
- iii. The party seeking review of the order resides, or operates its principal place of business in Idaho; or
- iv. The real property or personal property that was the subject of the agency action is located.

A petition for judicial review must be filed within twenty-eight (28) days of: (a) the service date of this final order, (b) the service of an order denying motion for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a motion 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. Idaho Code § 67-5274.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of March, 2019, 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:

Globe Life and Accident Insurance Company
3700 South Stonebridge Drive
McKinney, TX 75070

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Globe Life and Accident Insurance Company
Cotter Tower
100 N. Broadway Ave., Ste. 3113
Oklahoma City, OK 73102-8842

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Oklahoma Insurance Department
Glen Mulready, Commissioner
7645 E. 63rd St., Suite 102
Tulsa, OK 74133

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Kansas Insurance Department
Vicki Schmidt, Commissioner
420 SW 9th Street
Topeka, KS 66612-1678

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Minnesota Department of Commerce
Steve Kelley, Commissioner
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Missouri Department of Insurance
Chlora Lindley-Myers, Director
P.O. Box 690
Jefferson City, MO 65102-0690

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

Nebraska Department of Insurance
Bruce R. Range, Director
1135 M Street, Suite 300
Lincoln, NE 68508

☒ first class mail
☐ certified mail
☐ hand delivery
☐ email

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Idaho Department of Insurance
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P.O. Box 83720
Boise, ID 83720-0043
edith.pacillo@doi.idaho.gov

☐ first class mail
☐ certified mail
☐ hand delivery
☒ via email


Pamela Murray

REGULATORY SETTLEMENT AGREEMENT
MULTI-STATE MARKET REGULATION EXAMINATION

Globe Life and Accident Insurance Company
of
Omaha, Nebraska
(NAIC Number: 91472)

Conducted at the administrative offices located at

3700 South Stonebridge Drive
McKinney, Texas 75070

PART I – THE EXAMINATION

A. Scope

1. The Oklahoma Insurance Department (the "OID" or the "Department") conducted a multi-state, targeted Market Conduct Examination (the "Examination") of Globe Life and Accident Insurance Company, at the administrative offices located at 3700 South Stonebridge Drive, McKinney, Texas 75070 ("Globe" or "the Company") for the period January 1, 2011 through December 31, 2013 (the "Examination Period") with analyses of certain operations of the Company conducted through October, 2015. The Examination was conducted as a multi-state examination arising from the NAIC Market Actions Working Group ("MAWG"), which transitioned from interrogatories directed to the Company to an examination being called. The Examination was targeted on Globe's rating and marketing and sales practices relating to the Company's group life products, as well as a high level assessment of Globe's cyber-security controls ("Examination Scope"). The Examination commenced on December 15, 2014. The Examination was called pursuant to authority in Title 36, Oklahoma Statutes Sections 309.1 to 309.7.

2. The Examination was conducted at the direction and overall management and control of representatives of the OID. The insurance departments of Kansas, Minnesota, Missouri and Nebraska assisted in leading the Examination with Oklahoma as the Managing Lead State (collectively the "Lead States").

3. The Examination reflected the Oklahoma insurance activities of the Company. The Examination was performed by an Examiner-in-Charge (EIC) and examiners from Risk & Regulatory Consulting, LLC (RRC) (collectively, the Examiners).

4. For purposes of this Agreement the Examination has been summarized. References to practices, procedures, or files that did not contain exceptions are limited. All unacceptable or non-complying practices may not have been identified. The failure to identify specific Company practices does not constitute acceptance of these practices.

5. RRC personnel participated in this Examination in their capacity as Market Conduct Examiners. RRC provides no representations regarding questions of legal interpretation or opinion. Determination of

Findings constituting potential violations is the sole responsibility of the Managing Lead State and Lead States. All statutory citations or any other legal interpretations included herein were confirmed by the OID for inclusion in the Examination and this Agreement. In reviewing materials for this Agreement, the Department and Examiners relied upon records provided by the Company.

B. Company and Industry Profile

Globe is domiciled in the state of Nebraska with executive offices in Oklahoma City, Oklahoma and McKinney, Texas. The common stock of the Company is wholly owned by Torchmark Corporation ("Torchmark"), while the preferred stock of the Company is owned by Liberty National Life ("Liberty"), a wholly-owned subsidiary of Torchmark. Globe markets individual, group term and whole life insurance products and supplemental health policies in all states but New York primarily through direct marketing distribution. Direct mail generates the majority of sales; however, the Company also uses the internet to promote its products. Globe focuses on marketing low face amount life insurance products for juveniles, their parents and adults over age 50. Globe actively cultivates its existing client files by soliciting direct response mailings to previous respondents. Globe also solicits through direct response mailings to individuals with no prior relationship with the Company.

Additionally, Globe services the Government marketplace at the state and Federal levels through its Employee Services Division ("ESD") and has developed life and health insurance products to meet the needs of government employees.

C. Examiners Methodology

The Examination and this Agreement are based on standards and testing approved by the Lead States and based on the National Association of Insurance Commissioners' (NAIC) methodology. NAIC Market Regulation Handbook ("Handbook") standards served as a basis for the Examination and may have been modified to meet the needs of the Lead States and to reflect statutes, rules and regulations referenced herein.

The Examiner's workplan was prepared using the guidance and standards of the Handbook, the market conduct examination standards of the OID and Oklahoma insurance laws. Development of the workplan involved a targeted approach which was performed following the review of preliminary data requests and consultation with the Lead States.

During the course of the Examination, the Examiners reviewed and tested random samples related to the scope of the Examination. Specifically, the Examination focused on a review of the following areas:

1. Marketing and Sales Materials
2. Rating Practices
3. Cybersecurity

The review of these areas was accomplished through examination of supporting documentation files and/or procedures, rates and sales and marketing materials. In addition, the Examination included a high level review of cybersecurity controls.

D. Marketing and Sales

The Examiners requested and received listings of all marketing and sales materials used by the Company in the solicitation or sale of group life products during the Examination Period. The listings included eight categories, including Social Media, Direct Response Mail, Insert Media, Electronic

Media, Websites, Radio-TV, Direct Response Miscellaneous, and Employee Services Division. The Examiners analyzed the information provided in each category for population totals, sub-categories of items and the Participating Jurisdictions in which the items were used. The Examiners noted that marketing and sales materials within each category were used in anywhere from one to 41 jurisdictions.

E. Rating Practices

The Examiners requested and reviewed information related to the Company's rating practices. The Examiners also requested and received a listing of all group life policies issued during the Examination Period and used ACL (software) to select a random sample of 20 files to examine the Company's rating practices.

F. Cyber-security

The Examiners performed a high-level assessment of the design and implementation of the Company's cyber-security-related controls. This assessment was based on control guidance from ISACA (COBIT 5.0 Framework for the Governance and Management of Enterprise IT), and on Federal guidance (NIST Standard 800-53 Security and Privacy Controls for Federal Information Systems). Controls selected for inclusion in the cyber-security work program represented aspects of IT risk governance and IT operational management, with the scope of the control coverage developed for the purposes of adequately covering a wide range of cyber-security considerations. The assessment of the Company's cyber-security-related controls was limited to an evaluation of control design and implementation, with assessment efforts relying on a combination of inquiry and the review of Company-provided documentation.

G. NAIC Support

The Examination was supported by the efforts of the National Association of Insurance Commissioners', Market Actions Working Group. The Examination included Globe only, not to affiliates or subsidiaries.

PART II - REGULATORY ISSUES

A. 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, in whole or in part, by this Agreement.

1. While there has existed some disagreement concerning the timeliness of responses to some requests by the examiners, the Company has generally 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 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 Examination Period, the Company and its officers, directors, employees, agents and representatives acted in compliance with all applicable insurance laws related to the examination process.

2. 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 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, or which could have been raised based on the Lead States' review and examination of any of the information or documentation produced by the Company without the need for a hearing or further administrative action. The Participating States specifically acknowledge that Globe's acquiescence to this Agreement is not indicative of whether the Company engaged in any of the practices identified herein; indeed, it is specifically acknowledged that the Participating States expect Globe to adhere to the standards set forth in this Agreement regardless of whether any such findings have been made and even in the absences of such findings.

3. 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.

4. 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 such provision.

B. Definitions.

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

2. "Company" or "Globe" means Globe Life and Accident Insurance Company and subsidiaries, successors, assigns, officers, directors and employees.

3. "Effective Date" means the date the Signatory Lead States notify the Company that all of the following conditions have been met: a) The Agreement has been executed by the Company; b) The Agreement has been executed or adopted, via Exhibit A, by at least thirty (30) jurisdictions; and c) The Agreement has been executed by each of the Lead States.

4. "Examination" means the market conduct examination conducted by the Lead States reviewing the Company's life insurance policies and practices during the Examination Period.

5. "Examination Period" means for policyholder services, claims, producer licensing, marketing and sales, complaints and operations/management the period from January 1, 2011 to December 31, 2013 and continuing through the end of the Monitoring Time Period. Regarding underwriting and rating the examination period extends from January 1, 2010 to June 30, 2017, and continues through the end of the Monitoring Time Period.

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

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

8. "Lead States" means the states of Kansas, Missouri, Minnesota, Nebraska and Oklahoma.

9. "Managing Lead State" means the Oklahoma Insurance Department.

10. "Monitoring Time Period" begins on the Effective Date and ends two years from the date the Company has in good faith, taken all reasonable measures to adopt and implement each of the Business Reforms set forth in Part II, Section C of this Agreement. If the Company has substantially implemented all Business Reforms, it may make a good faith request to the Signatory Lead States to

commence the Monitoring Period before full implementation occurs, which the Signatory Lead States shall not unreasonably deny.

11. "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.

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

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

C. Business Reforms

The Company agrees that to the extent the following business reforms have not already been adopted by the Company, subject to Section B (5), the Company will adopt and implement such business reforms. The Company will have six (6) months after the Effective Date to take all reasonable measures to adopt and implement such business reforms, unless a different date is prescribed herein.

1. Cooperation. The Company, including all of its officers, directors, employees and agents, acknowledge their obligation and agree to provide to the Participating States and their examiners timely, convenient, and free access at all reasonable hours at its offices to all books, records, accounts, papers, documents and any or all computer or other recordings relating to the property, assets, business and affairs of the Company. The officers, directors, employees and agents of the company or person shall facilitate such examination and aid in such examination so far as it is in their power to do so.

2. Advertising Controls. The Company will impose a stringent series of drafting, inventory, warehouse and publication controls to prevent the usage of any prohibited, inaccurate or misleading advertising. Specifically, the Company will be especially alert regarding introductory offers, special limited offers, offers of partially discounted or free insurance and offers of insurance without medical underwriting.

3. Actuarial. The Company will maintain current actuarial evaluations to avoid potential discriminatory rating practices. All rate differentials shall be based on demonstrated differences in morbidity and mortality. Further that the Company will adhere to generally accepted actuarial standards of practice in its pricing process.

4. Permissible Groups. The Company will restrict its issuance of group insurance products to the group types enumerated by law in each of the participating states.

5. Policy Forms, Rules and Rates. Company will annually review its policy forms, rates, and rules used in connection with the solicitation and sale of its insurance products for compliance with law and will conform to any changes States adopt as part of their respective Insurance Law or which are made known to the Company during the rates and forms filing and review process. This paragraph C(5) applies to any form marketed by the Company during the period covered by the exam and continues through the reexamination. The changes may include those based upon an actuarial review conducted as part of this multi-state examination and the Company's responses to that actuarial review (each of which is and shall remain a confidential work paper that is not a part of the public Agreement). The Company will file, re-file, or certify existing filings of its policy forms, rates, and rules in the Participating

States on or before nine (9) months after the Effective Date, where necessary to be in compliance with a Participating State's Insurance Law and the Participating State's implementation of this Agreement.

6. Policy Details. Pursuant to the filing and timing provisions specified in Section C (5) above, 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.

7. Rate Filings. Pursuant to the filing and timing provisions specified in Section C (5) above, in Participating States where life 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 life 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 insurance premiums charged by the Company 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 (5) above, where required by Participating State Insurance Laws, the Company agrees that the premium charged to the insured for life insurance will not vary between persons representing the same mortality and morbidity risk. Where required by a Participating State's Insurance Law, the Company will maintain a means to identify the forms and rates used 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. Insurance Documents to Comply with State Law. Pursuant to the filing and timing provisions specified in Section C (5) above, Company agrees that all insurance related documents, including but not limited to, policy forms, endorsements, and certificates of insurance, will comply 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 Insurance issued and are in compliance with applicable state Insurance Law in each of the Participating States.

10. Trusts. Pursuant to the filing and timing provisions specified in Section C (5) above, Company agrees that it will not sell its Insurance through a trust in a Participating State where the Participating State does not authorize the sale of group Insurance through a trust.

PART III - SETTLEMENT AGREEMENT

A. This Regulatory Settlement Agreement ("Agreement") is entered into as of this 9th day of January, 2019 ("Execution Date"), by and among Globe Life And Accident Insurance Company ("Globe"), the Commissioner of the Kansas Department of Insurance, the Commissioner of the Minnesota Department of Commerce, the Commissioner of the Missouri Department of Insurance, the Director of the Nebraska Department of Insurance and the Commissioner of the Oklahoma Insurance Department and every additional Participating Jurisdiction having executed participating state agreements (Attached as Exhibit A) as part of the multi-state examination and this settlement.

B. Globe neither admits nor denies the regulatory findings and desires to enter into this Agreement in order to promote regulatory efficiency, and avoid additional administrative or civil legal proceedings and is willing and desires to resolve all multistate areas of regulatory concern.

C. Therefore, the Parties hereto, intending to be legally bound by this Settlement Agreement, hereby

agree:

1. Multi-State Payment. Without admitting any liability whatsoever, the Company will pay a total administrative penalty of four million five-hundred thousand dollars (\$4,500,000.00). Three million three hundred thousand dollars (\$3,300,000.00) is due and payable as provided herein below and the balance is deferred, subject to satisfactory Re-examination as provided in subsection 1.1 below. In those jurisdictions prohibited by statute from accepting an administrative payment, this payment will be deemed to be a fine or penalty in accordance with their laws. Amounts payable hereunder, shall be allocated among the Participating States based upon total premiums reported by the Company on the Schedule T as of December 31, 2013. Jurisdictions that do not elect to participate in the RSA will receive no allocation. Within twenty (20) business days after the Effective Date, the Lead States will: (i) provide the Company with a copy of each Participating State's signed State RSA Adoption Form (Exhibit (A) and (ii) provide the Company with an allocation table specifying the percentage and payment amount payable to each Participating State. Payment shall be made by the Company to each Participating State within thirty (30) business days of receipt of each Participating State's completed and executed Exhibit A and payment instructions from the Lead States. Payment shall be made as directed in each Participating State's signed State RSA Adoption Form (Exhibit A). Only Lead States that execute this Agreement and Participating States that timely deliver an executed State Adoption of Regulatory Settlement Agreement Form, as set forth in Exhibit A, will receive a payment pursuant to the terms of this Section. The payment amounts under this Agreement reflect the Company's mitigating factors and level of cooperation.

1.1 If upon Re-examination as set forth in subsection 12 below, Globe is found to be in material violation of any provision of the insurance laws and regulations which are the subject of this Examination and Agreement, Globe agrees to pay an additional administrative penalty up to the full and final settlement amount (\$4,500,000). Any additional penalty amount would be determined by the lead states. Any such additional penalty shall be payable as provided in paragraph C(1) above.

2. Resolution. This Agreement resolves all the concerns addressed by the Examination to date, including any alleged violations of laws and regulations or administrative orders.

3. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Signatory Lead States and Globe and their respective legal representatives, successors and assigns.

4. Assurances. Each Signatory Lead State hereby gives express assurance that this Agreement is enforceable by its terms under the applicable laws, regulations and judicial rulings in its respective state and that the Signatory Lead State, on behalf of his/her respective state, has the authority to enter into this Agreement and bind that party now and in the future. By execution of this Agreement with Globe, each Signatory Lead State acknowledges that he/she has reviewed and agrees with the terms and conditions as set forth herein.

5. Entire Agreement. This Agreement sets forth the entire agreement among the parties with respect to its subject matter and supersedes all prior agreements, arrangements or understandings (whether in written or oral form) between Globe and the Signatory Lead States.

6. Policies. Nothing in this Agreement or any of its terms and conditions shall be interpreted to alter in any way the contractual terms of any insurance policy issued or acquired either by Globe or by the parties to such insurance contract.

7. Implementation Expenses. In addition to payments required hereunder, Globe agrees to pay the reasonable expenses incurred by the Lead States for their travel and incidental expenses, if any,

associated with the implementation of the provisions of this Agreement, including the expenses of conducting or attending any meetings, presentations, or discussions with Globe or other Lead States. This provision is in addition to expenses and costs already imposed upon Globe pursuant to paragraph (C) (1), above. Such expenses shall be payable to the Lead States within thirty (30) calendar days of the presentation of valid receipts.

8. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute a duplicate original, but which taken together shall constitute but one and the same instrument.

9. Severability. In the event 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 to be severed only in that state, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement.

10. Waiver. Globe waives any and all rights to notice, bearing and appeal respecting the Examination and this Agreement under the applicable laws of the states represented by the Signatory Lead States.

11. No Admission. 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 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 or issues addressed in the Examination.

12. Re-examination. It is further expected that the Lead States, on behalf of and for the benefit of the Participating States, will conduct a full re-examination of the issues addressed by this Examination no earlier than 12 months after the Effective Date of this Agreement. Nothing in this section shall abrogate the Lead States' ability to utilize the Examiners to the fullest extent under applicable examination laws to perform all functions necessary and authorized under the examination laws to ensure timely and competent monitoring for compliance with this Agreement.

13. With respect to the periods of time represented by the Term of this Agreement:

Prospectively, 12 months after the Effective Date and for the Examination period, each of the Participating States agrees that his or her state: (i) will not engage in any investigation or examination of the Company relating to the issues identified by the Examination; (ii) will not impose a fine, or other penalty for any of the matters that are the subject matter of the Examination and this Agreement; and (iii) may only participate in any assessment or remedy that may be imposed under this Agreement.

Notwithstanding the foregoing, any Lead or Participating State may take any and all appropriate action should Globe violate any provision of the insurance laws and regulations of that State.

14. This Agreement is not intended to, nor may it be construed to, limit the authority of a Signatory State's consumer services division, or its equivalent, in investigating and taking appropriate Action against Company, its producers or other representatives, or third parties, as provided by law or regulation.

15. Enforcement. The execution of this Agreement by the Lead States and the timely adoption of this Agreement by the Participating States constitute the entry of an Order by each Lead and 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 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 Participating State issuing such notice to attempt to rebut the allegation(s) or to seek an extension to address the alleged breach. Company shall then have sixty (60) business days from the date of receipt of the state's determination of the alleged breach to cure the alleged breach, unless extensions are agreed to, which shall not be unreasonably withheld. 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 sixty (60) 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 60-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. It is understood and agreed that in the determination of whether a given activity is a breach or a material breach of either the Participating State's law or this Agreement, the Company shall have the right to due process, afforded under the laws of the Participating State(s) alleging a breach, including but not limited to notice and the opportunity for a hearing, if applicable.

16. Governing Law. This Agreement shall be governed by, and interpreted in accordance with each Participating State's 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.

17. Release. Each Participating State hereby agrees to and does release the Company and any of its 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 the 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 occurred 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 or regulations regarding matters not within the scope of The Examination and 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, which occur as part of Participating State's processes. 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 the Examination and 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.

18. Examination Work Papers. To the extent permitted by State law, including Title 36 O.S. § 309.4(F) and any other applicable law, all examination working papers regardless of the manner of production or disclosure, shall be given confidential treatment, shall not be subject to subpoena, shall not be made public, and are not public records subject to disclosure. Nothing in this Agreement is intended to, nor shall it, preclude the Participating States from disclosing the results of compliance with the Agreement to non-Participating States that are in compliance with NAIC confidentiality agreements. To the extent permitted or required by law, the Participating States agree to provide written notice to the Company if the disclosure of this information or the Examination Work Papers is requested by a non-regulator and to permit sufficient time between the Company's receipt of such notice and any disclosure of such information for the Company to take measures to protect the confidentiality of such information.

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

20. 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.

Globe Life and Accident Insurance Company

BY: _____

Frank M. Svoboda

Frank M. Svoboda

PRESIDENT

12-20-18

Date

Oklahoma Department of Insurance, Managing Lead State

BY: _____

Joel S. Sander Deputy Commissioner

Title

Date: _____

1/9/19

Kansas Department of Insurance

By: Ken Seger KS Ins. Commissioner
Title

Date: 1/4/19

Missouri Department of Insurance, Financial Institutions and Professional Registration

By: _____
Title

Date: _____

Minnesota Department of Commerce

By: _____
Title

Date: _____

Nebraska Department of Insurance

By: _____
Title

Date: _____

By: _____
Title

Date: _____

Missouri Department of Insurance, Financial Institutions and Professional Registration

By: Chloria Lindley Meyer, Director
Title

Date: January 3rd 2019

Minnesota Department of Commerce

By: _____
Title

Date: _____

Nebraska Department of Insurance

By: _____
Title

Date: _____

By: _____
Title

Date: _____

Missouri Department of Insurance, Financial Institutions and Professional Registration

By: _____
Title

Date: _____

Minnesota Department of Commerce

By: Aimee Camore Deputy
Title

Date: 1.4.19

Nebraska Department of Insurance

By: _____
Title

Date: _____

By: _____
Title

Date: _____

Missouri Department of Insurance, Financial Institutions and Professional Registration

By: _____
Title

Date: _____

Minnesota Department of Commerce

By: _____
Title

Date: _____

Nebraska Department of Insurance

By: Brian R. Ronge, Director
Title

Date: 1-3-2019

Exhibit A

PARTICIPATING STATE ADOPTION
Of
REGULATORY SETTLEMENT AGREEMENT

MARKET CONDUCT EXAMINATION OF
GLOBE LIFE AND ACCIDENT INSURANCE COMPANY, NAIC # 91472

On behalf of the Idaho Department of Insurance I, Dean L. Cameron
(DOI) (Name)

 as Director, hereby adopt, agree, and approve this
(Title)

Regulatory Settlement Agreement, dated January 9th, 2019, by and between the above-named
Company and the regulatory agencies named therein.

Idaho Department of Insurance
(DOI)

By:  (Signature)

Title: Director

Date: 1/14/19

Please provide the following information as to how your jurisdiction's allocation of the Multi State
Fine should be sent from Globe Life and Accident Insurance Company.

DEPARTMENT CONTACT NAME: October Nickel

MAILING ADDRESS: 700 W. State Street

PHONE NUMBER: 208-334-4216 (XXX) XXX-XXXX

EMAIL: October.nickel@doi.idaho.gov

PAYMENT MADE TO: Idaho Department of Insurance (DOI)