

CALIFORNIA DEPARTMENT OF INSURANCE
LEGAL DIVISION

Jason S. Y. Gatchalian, Bar No. 246084
300 Capitol Mall, 17th Floor
Sacramento, CA 95814
Telephone: (916) 492-3920
Facsimile: (916) 324-1883
Email: Jason.Gatchalian@insurance.ca.gov

Jully C. Pae, Bar No. 233565
300 S. Spring St., South Tower, 9th Floor
Los Angeles, CA 90013
Telephone: (213) 346-6208
Facsimile: (213) 897-8261
Email: Jully.Pae@insurance.ca.gov

Attorneys for Complainant
CALIFORNIA DEPARTMENT OF INSURANCE

**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

In the Matter of the Licenses and Licensing
Rights of

ACCORDIA LIFE AND ANNUITY
COMPANY and
ATHENE ANNUITY AND LIFE
COMPANY,

Respondents.

File Nos. OSC-2016-00054
OSC-2018-00029

**FIRST AMENDED ORDER TO SHOW
CAUSE, NOTICE OF HEARING AND
STATEMENT OF CHARGES, PURSUANT
TO CALIFORNIA INSURANCE CODE
SECTIONS 790.03, 790.035 790.05. 790.06**

**FIRST AMENDED ACCUSATION
PURSUANT TO CALIFORNIA
INSURANCE CODE SECTION 704**

**RELIEF REQUESTED: CEASE AND
DESIST ORDER; MONETARY
PENALTIES; REQUEST FOR
DECLARATION OF UNFAIR
METHODS, ACTS, OR PRACTICES;
SUSPENSION OF CERTIFICATE OF
AUTHORITY
(California Insurance Code Sections 704,
790.03, 790.035, 790.05, 790.06)**

I. INTRODUCTION

1. In 2013, Accordia Life and Annuity Company (“Accordia”), a relatively new entrant into the life-insurance market, acquired a \$10 billion book of life insurance business—

1 consisting of approximately 500,000 nationwide policies, approximately 50,000 of which were
2 issued to Californians—from Aviva Life and Annuity Company (“Aviva USA”) through a
3 complex, multi-step transaction involving other parties and the creation of numerous captive
4 reinsurers. Instead of purchasing the business directly from Aviva USA, Accordia acquired the
5 life business through an assumption reinsurance agreement with another company, Athene
6 Annuity and Life Company (“Athene”), who had bought both the life insurance and annuity
7 business of Aviva USA. Pursuant to the terms of the reinsurance and assumption agreement,
8 Athene requested its policyholders to consent to the transfer of their policies from Athene to
9 Accordia.

10 2. In late 2014, Accordia sent a notice of transfer to the policyholders, apprising them
11 of the acquisition and requesting their consent to the transfer of their policies from Athene to
12 Accordia. Those policies for which the policyholders either affirmatively consented or consented
13 by silence were transferred from Accordia to Athene. For those policyholders who rejected the
14 transfer, their policies remained insured with Athene, but are administered by Accordia under a
15 third-party administrator agreement between the two entities.

16 3. From the very start of administering the policies, Accordia faced numerous
17 substantial difficulties. In 2013, Accordia had transitioned the administration of its life policies to
18 a third-party administrator, Alliance-One Services (“Alliance-One”). Due to compatibility issues
19 between Alliance-One’s policy management system and the policies to be converted, in late 2015,
20 the vast majority of the policies were “restricted,” such that they could not be converted to the
21 system and could only be administered on a manual basis. As a result, policyholders did not
22 receive their statutorily-mandated annual statements, nor could they receive bills, pay premiums,
23 or access any of the benefits of their policies. Over two years have passed since the conversion
24 issues first surfaced and policies still remain restricted.

25 4. Even after a policy gets “unrestricted” and is being electronically administered,
26 problems continue for policyholders, raising questions as to whether their policies are being
27 serviced properly. For instance, policyholders still are not receiving their up-to-date annual
28 statements. Some face risk of lapse because premiums were not billed or collected while their

1 policies were restricted, which created unpaid past premium obligations amounting to thousands
2 of dollars in some cases. Without the benefit of their annual statements, these policyholders
3 cannot make a fully-informed decision as to whether to pay the back premiums and keep their
4 policies in force. Other policyholders have suffered accounting issues, with premium payments
5 being improperly applied or not at all. Others have expressed concerns that they feel stuck with
6 their policies due to advanced age.

7 5. The California Department of Insurance (“Department”), therefore, seeks an order
8 that Accordia and Athene (collectively, “Respondents”) cease and desist from engaging in the
9 conduct set forth below, an order suspending Respondents’ certificates of authority, and requests
10 that Respondents be fined under California Insurance Code (“CIC”) section 790.035.

11 12 **II. JURISDICTION**

13 6. This matter arises under the California Insurance Code, Division 1, Part 1, and
14 Part 2, Chapters 1, 2, 5, and 12, and Division 3, Chapters 1 and 2, which govern the licensing of
15 production agencies, including insurance companies, brokers, and agents.

16 7. The Department is the agency of the State of California principally responsible for
17 the licensing and monitoring of the insurance industry, including insurance companies, brokers,
18 and agents.

19 8. This matter before the Department must be conducted in conformity with the
20 provisions of the California Administrative Procedures Act, California Government Code section
21 11500 *et. seq.*

22 23 **III. PARTIES**

24 9. The Department, in its official capacity, brings this Order to Show Cause and
25 Accusation against Respondents pursuant to CIC sections 700, 704, 717, 790.02, 790.03,
26 790.035, 808, 10509.959, and 10509.961.

27 10. Accordia is a wholly-owned direct subsidiary of Commonwealth Annuity and Life
28 Insurance Company (“Commonwealth”) and is domiciled in Iowa. Commonwealth, in turn, is a

1 wholly-owned direct subsidiary of Global Atlantic Financial Group Ltd. ("Global Atlantic"), a
2 holding company based in Bermuda.

3 11. Accordia holds, and at all times relevant hereto has held, a certificate of authority
4 issued by the Insurance Commissioner of the State of California ("Commissioner") to issue life
5 insurance policies in this state.

6 12. Athene was formerly known as Aviva USA and is a subsidiary of Athene Holding,
7 Ltd., a holding company based in Bermuda. Athene is domiciled in Iowa and holds, and at all
8 times relevant hereto has held, a certificate of authority issued by the Commissioner to issue life
9 insurance policies in this state.

10 11 **IV. BACKGROUND**

12 13. To coin a phrase, Respondents have traveled a long and winding road in arriving at
13 a point where their unfair and deceptive acts are harming California consumers on a daily basis.
14 To provide the underlying context to its ongoing deceptive acts and practices, the Department
15 offers the following brief summary.

16 17 **Accordia's Corporate History**

18 14. Accordia's parent, Global Atlantic, was originally known as Goldman Sachs
19 Reinsurance Group, which was formed in 2004 and was part of Goldman Sachs Group, Inc. In
20 2005, Goldman Sachs Reinsurance Group entered the life and annuity market by acquiring
21 Commonwealth. In April 2013, Goldman Sachs sold its reinsurance business.

22 15. Before Global Atlantic separated from Goldman Sachs, it had already negotiated a
23 multi-step deal with Athene to purchase Aviva USA's book of life business that Athene, in turn,
24 had purchased from Aviva USA's parent, Aviva plc.

25 16. Aviva plc, a European insurer, had acquired this book of life and annuity business
26 through its purchase of AmerUs Group Co. in 2006 for approximately \$2.9 billion. The new
27 company was headquartered in Iowa and branded Aviva USA.

28 ///

1 17. In 2012, Aviva plc announced its plan to leave the U.S. insurance market and sell
2 Aviva USA. Athene was interested in acquiring the company, but only its annuity business, not
3 its life business. Around the time that Athene expressed interest in acquiring Aviva USA, Athene
4 acquired Presidential Life Insurance Company (“Presidential Life”), which was licensed to sell
5 life and annuity policies throughout the country. In December 2012, Aviva plc agreed to sell
6 Aviva USA to Athene for \$1.8 billion (40% less than the original purchase price).

7
8 **Accordia’s Multi-Step Purchase of the Life Policies**

9 18. While the sale of Aviva USA was pending, in May 2013, Athene announced it had
10 agreed to sell—through an assumption reinsurance arrangement—Aviva USA’s life business to
11 Commonwealth, which, prior to the announcement, had an “A3” rating from Moody’s and an
12 “A-” rating from A.M. Best. After the announcement of the sale, Moody’s downgraded
13 Commonwealth’s rating to “Baa1” and A.M. Best downgraded its rating to an “a-.”

14 19. The actual party to the assumption reinsurance agreement with Athene was not
15 Commonwealth, but rather Presidential Life, which Commonwealth had acquired from Athene
16 the day before the effective date of the reinsurance agreement with respect to Aviva USA’s life
17 insurance business. Shortly after the sale of this business in 2013, Presidential Life changed its
18 name to Accordia.

19
20 **V. STATEMENT OF CHARGES**

21 **Respondents “Restrict” the Policies, Causing Them to Be Frozen in Time**

22 20. In preparation to assume and administer the Aviva USA life policies, in September
23 2013, Accordia (through its parent, Global Atlantic) entered into an agreement with Alliance-One
24 under which Alliance-One would serve as a third-party administrator and provide policy-
25 administration services using its own proprietary system.

26 21. Due to the volume of policies to be converted to Alliance-One’s system—more
27 than 500,000 policies nationwide—they were split into two batches: Wave One (approximately
28 264,000 policies) and Final Wave (approximately 278,000 policies). The conversion of the Wave

1 One policies began in the fall of 2015.

2 22. Most of the policies could not be converted to the Alliance-One system because
3 the policy values from the prior administration system were not being brought up to date on the
4 new system. As a result, they were placed in a "restricted" status, such that they could not be
5 administered electronically and could only be administered on a manual basis. While a policy is
6 restricted, policy values cannot be brought up to date; annual statements and policy illustrations
7 cannot be generated electronically; premium billings and payments cannot be processed; and
8 financial and non-financial transaction requests cannot be timely fulfilled.

9 23. The majority of the California policies that were restricted were in Wave One.

10 24. As of the date of this pleading, several hundred California policies remained
11 restricted. Accordia maintains that an unknown number of policies will forever remain restricted
12 and must be manually administered.

13
14 **Respondents Fail to Provide Timely Annual Reports**

15 25. The affected policies state that an annual report will be sent to the policyholder.
16 But as a result of having their policies restricted, policyholders did not receive annual reports for
17 the duration of the restriction, as the reports could not be system-generated. Annual reports
18 would be generated after a policy was converted to the new system and unrestricted, where the
19 values had cycled forward and the policy information was brought up to date.

20 26. Depending on when a restricted policy was unrestricted, Respondents failed to
21 provide affected policyholders with one or more mandatory annual reports, as provided in their
22 policies and as required under CIC section 10509.959.

23 27. Even after policies are unrestricted and are being administered on the Alliance-
24 One system, Respondents do not provide up-to-date annual reports to the policyholders on a
25 timely basis.

26 ///

27 ///

28 ///

1 **Respondents Fail to Administer the Policies in Good Faith**

2 28. Beginning early 2016, the Department has received more than 100 consumer
3 complaints, many of which relate to problems with premium billings and payments and the failure
4 to receive annual reports. (A summary of these complaints is set forth in the attached Exhibit 1).

5 29. While policies were restricted, premium billing statements could not be generated
6 and the payments could not be processed electronically, including processing of electronic-fund
7 transfers that policyholders had previously authorized. For a number of policies (namely, those
8 included in the Final Wave of policies to be remediated), Respondents were able to institute a
9 manual-billing process in which bills could be manually generated and sent to the policyholders
10 and payments received were deposited into a separate account in which all manually-processed
11 payments were held.

12 30. Upon being unrestricted, back premiums were due on the policies that were not
13 subject to manual billing. Depending on when the policies were restricted, the back premiums
14 owed amounted to months' worth of premiums, with some amounting to more than a year's
15 worth.

16 31. The premium-billing notices sent to policyholders when their policies were
17 unrestricted provide a 60-day period in which to pay all back premiums and bring the policy up to
18 date. If payment in full is not received by that date, another billing notice (reflecting a higher
19 amount due, as it includes an additional two months' worth of premiums) is sent providing
20 another 60 days in which to pay. If payment is not received by that date, the policy lapses. None
21 of the billing notices provide policyholders with information as to whether they could establish a
22 payment plan to pay the back premiums.

23 32. Upon receiving the first premium-billing notices after their policies were
24 restricted, some policyholders were confused about the payments needed to bring the policies up
25 to date. Others experienced double billings, which caused some policyholders to incur stop-
26 payment fees with their banking institutions. Some policyholders who had previously authorized
27 electronic-fund transfers experienced multiple bank drafts, with some resulting in overdraft fees.

28 ///

1 33. For some of those policies for which the manual-billing process was applied, when
2 they were unrestricted, the premium payments that were deposited in the separate account were
3 not credited to the policies, resulting in erroneous lapse-pending notices sent to these
4 policyholders.

5 34. Many of the restricted policies are known as “universal life” policies, where the
6 premiums are applied towards the policies’ cash value. As the policies’ cash value accumulates,
7 it can be used to pay premiums, as well as other policy expenses, such as cost of insurance and
8 policy fee charges, which increase in amount the longer a policy is in force. At some point, a
9 policy’s accumulated cash value may deplete, in which case the policyholder must resume
10 premium payments or pay higher premiums or else the policy may lapse.

11 35. Annual reports provide policyholders with information as to how their policies are
12 performing, set forth what their current accumulated cash value, and the costs and expenses being
13 charged.

14 36. When restricted policies are unrestricted, Respondents send the policyholders the
15 first premium-billing notice without first sending them an annual report. Nor do Respondents
16 identify in that first premium-billing notice the amount attributable to the back premiums. And,
17 as stated, the first premium-billing notice does not provide an option to establish a payment plan
18 to pay the back premiums.

19 37. For policies that lapsed after they were unrestricted, Respondents made no effort to
20 determine if the conversion issues affected the policyholders’ ability to pay the premiums or
21 whether they wanted to reinstate their policies. No offer to establish a payment plan was
22 provided to these policyholders until after the policy had lapsed.

23 38. Policyholders have also experienced delays in having their requests to surrender
24 their policies processed, reducing the face amounts of their policies, and having their loan
25 requests processed.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3

3
4
5

6
78
9

10

11
12
13
14
15
16
17

18

19
20
21
22
23

25

26

27

28

1 section 790 *et seq.* and as set forth in the Statement of Charges, above; and the Commissioner has
2 reason to believe that a proceeding with respect to the alleged acts of Respondents would be in
3 the public interest.

4 44. Pursuant to CIC section 790.05, Respondents are ordered to appear before the
5 Commissioner and show cause why the Commissioner should not issue an order requiring
6 Respondents to:

- 7 a. Cease and desist from engaging in methods, acts, and practices, as set forth above
8 in the Introduction, Background, and Statement of Charges.
- 9 b. Cease and desist from penalizing its policy owners who are currently in restricted
10 status.
- 11 c. Complete the conversion of any remaining restricted policies within 30 calendar
12 days.
- 13 d. Show cause why they should not be subject to civil penalties pursuant to CIC
14 section 790.035 for each unfair and or deceptive act.

15
16 **VII. ORDER TO SHOW CAUSE AND NOTICE OF HEARING PURSUANT TO**
17 **INSURANCE CODE SECTION 790.06**

18 45. According to CIC section 790.06 (a):

19 Whenever the commissioner [Insurance Commissioner of the State
20 of California] shall have reason to believe that any person engaged
21 in the business of insurance is engaging in this state in any method
22 of competition or in any act or practice in the conduct of the business
23 that is not defined in Section 790.03, and that the method is unfair
24 or that the act or practice is unfair or deceptive and that a proceeding
25 by him or her in respect thereto would be in the interest of the public,
26 he or she may issue serve upon that person an order to show cause
27 containing a statement of the methods, acts or practices alleged to
28 be unfair or deceptive and a notice of hearing thereon to be held at
a time and place fixed therein, which shall not be less than 30 days
after the service thereof, for the purpose of determining whether the
alleged methods, acts or practices or any of them should be declared
to be unfair or deceptive within the meaning of this article. The order
shall specify the reason why the method of competition is alleged to
be unfair or the act or practice is alleged to be unfair or deceptive.

46. In addition to the allegations above, seeking a finding that the failure to provide
annual reports constitutes an unfair and deceptive practice under CIC section 790.05, the

1 Department also requests a finding that the failure to provide annual reports constitutes an unfair
2 and deceptive practice under CIC section 790.06.

3 47. According to CIC section 10509.959(a):

4 In the case of a policy designated as one for which illustrations will
5 be used life insurance policies], the insurer shall provide each policy
owner with an annual report on the status of that policy....

6 48. Under CIC section 10509.961:

7 In addition to any other penalties provided by law, an insurer or
8 producer that violates any provision of this chapter [Chapter 5.5 of
Part 2 of Division 2] shall be subject to Section 790.06.

9 49. Pursuant to CIC section 790.06, Respondents are ordered to appear before the
10 Commissioner and show cause why the methods, acts, or practices alleged to be unfair or
11 deceptive, as set forth above in the Introduction, Background, and the Statement of Charges,
12 should not be declared unfair or deceptive.

13 14 **VIII. ACCUSATION**

15 50. The acts and practices, as described in paragraphs 1 to 39, above, show that
16 Respondents failed to comply with the requirements of CIC section 700, which mandate that a
17 holder of a certificate of authority:

18 ...shall continue to comply with the requirements as to its business
19 set forth in this code and in the other laws of this state....

20 51. Further, the acts and practices as described in paragraphs 1 to 39, above, establish
21 that Respondents violated CIC section 704 by, at best, failing to carrying out its life insurance
22 contracts in good faith and, at worst, conducting its business fraudulently, which supports an
23 order suspending Respondents' certificate of authority for one year.

24 52. According to CIC section 704:

25 The commissioner [Insurance Commissioner of the State of
26 California] may suspend the certificate of authority of an insurer for
not exceeding one year whenever he finds, after proper hearing
following notice, that such insurer engages in any of the following:

- 27 (a) Conducting its business fraudulently.
28 (b) Not carrying out its contracts in good faith.

1 IX. RELIEF REQUESTED

2 ORDER TO SHOW CAUSE, CALIFORNIA INSURANCE CODE SECTION 790.05

3 53. Pursuant to CIC section 790.05, the Department requests an order that

4 Respondents:

- 5 a. Cease and desist from engaging in the methods, acts, and practices, as set forth in
6 above in paragraphs 1 to 39, above, including penalizing policyholders, failing to
7 timely complete remediation of the policies, failing to provide a remedy for those
8 policyholders whose policies have lapsed, and failing to timely provide annual
9 reports, as required under CIC section 10509.959.
- 10 b. Pay a civil penalty of \$5,000 for each act alleged unfair or deceptive act or, if the
11 act is found to be willful, up to \$10,000 for each act alleged, pursuant to CIC
12 section 790.035.

13
14 ORDER TO SHOW CAUSE, CALIFORNIA INSURANCE CODE SECTION 790.06

15 54. Pursuant to CIC section 790.06, the Department further requests an order that

16 Respondents' failure to comply with CIC section 10509.959(a) constitutes a method or acts or
17 practices that are unfair or deceptive.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
45
6

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit 1

California Consumer Complaints Received by the California Department of Insurance

	Consumer Name	Alleged Violation(s)	Description
1	Lee X.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
2	Connie G.		Failure to draft electronic funds transfer
3	Stan C.	Ins. Code § 10164.2	Failure to timely return all moneys upon surrender of policy
4	Ronald F.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
5	Eric G.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
6	Leslie B.		Failure to draft electronic funds transfer
7	Martha H.	10 CCR § 2694(a)(3)	Premium-billing errors; failure to draft electronic funds transfer
8	Winifred S.	10 CCR § 2694(a)(3)	Failure to provide annual statement
9	Anthony W.	10 CCR § 2694(a)(3)	Failure to provide annual statement
10	Deborah H.	Ins. Code § 10164.2	Failure to timely provide moneys from loan on policy
11	Dan A.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements
12	Darren V.	10 CCR § 2694(a)(3)	Failure to provide annual statement
13	Donald P.	Ins. Code § 10164.2	Failure to timely return all moneys upon surrender of policy

14	Stephanie Z.	10 CCR § 2694(a)(3)	Delay in providing customer-service assistance
15	Jody C.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
16	Steven C.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; failure to provide policy information upon request
17	Marilyn S.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
18	Carl J.	10 CCR § 2694(a)(3) 10 CCR § 2695(a)(5)	Delay in processing premium billings and payments
19	Rosa R.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; premium-billing errors, including premium overcharge and lost payments; policy lapse
20	Brian H.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; delay in processing policy-transaction request
21	Elizabeth W.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
22	Brendan O.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
23	Patricia S.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
24	Richard V.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
25	Stewart A.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
26	Elenita P.		Failure to draft electronic funds transfer; failure to provide policy information upon request
27	Roger J.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; failure to provide policy information upon request; policy lapse

28	Ronald B.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
29	Penny P.	10 CCR § 2694(a)(3)	Premium-billing errors
30	Rene S.		Delay in processing request for loan on policy
31	Keith H.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
32	Raymond M.	10 CCR § 2694(a)(3) 10 CCR § 2694(a)(5)	Failure to provide premium-billing statements
33	Anthony W.	10 CCR § 2694(a)(3) 10 CCR § 2694(a)(5)	Failure to provide annual statement
34	Joan O.		Failure to draft electronic funds transfer
35	Phylis G.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements
36	Belman R.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements
37	Claudia O.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
38	Ulrike E.	10 CCR § 2694(a)(3)	Failure to provide policy information upon request
39	Mark J.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
40	Dorian S.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements
41	Avelina V.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
42	Joan B.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
43	Marsha N.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer

44	Pheng V.	10 CCR § 2694(a)(3)	Failure to provide policy information upon request; failure to provide premium-billing statements
45	Kathy K.	10 CCR § 2694(a)(3)	Failure to provide annual statements
46	Melissa N.		Failure to provide premium-billing statements
47	Craig T.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer; failure to provide policy information upon request
48	William M.		Failure to provide premium-billing statements
49	Tazumi S.	10 CCR § 2694(a)(3)	Failure to process policy-transaction request
50	Huinam K.	10 CCR § 2694(a)(3) 10 CCR § 2694(a)(4)	Failure to draft electronic funds transfer
51	Marianne M.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; policy lapse
52	Carrie F.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
53	Donna L.		Failure to provide premium-billing statements; policy lapse
54	Daniel A.	10 CCR § 2694(a)(3)	Failure to provide policy information and surrender form upon request; failure to receive premium-billing statements
55	Christopher S.		Failure to receive annual statements
56	Spencer G.		Premium-billing errors
57	Mary P.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer; financial burden to pay all back premiums at one time

58	Michael C.	10 CCR § 2694(a)(3)	Failure to obtain policy information upon request; failure to provide premium-billing statements
59	Margaret C.	10 CCR § 2694(a)(3)	Failure to provide policy information upon request
60	Janice P.		Failure to provide annual statement
61	Hamdi B.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer
62	Michael H.	10 CCR § 2694(a)(3)	Premium-billing errors; failure to provide annual statement
63	Rosario M.		Failure to draft electronic funds transfer
64	Winifred S.	10 CCR § 2694(a)(3)	Failure to provide annual statements
65	Gerald F.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer; failure to provide annual statements; failure to provide policy information upon request
66	Kathleen N.	10 CCR § 2694(a)(3)	Failure to provide annual statements
67	Joann T.	10 CCR § 2694(a)(3)	Failure to draft electronic funds transfer; premium-billing errors
68	Gerald C.		Rejected transfer of policy to Accordia but policy was still transferred; failure to provide advance notice of premium-billing statement seeking months' worth of back premiums
69	David B.	10 CCR § 2694(a)(3)	Failure to provide premium-billing statements; concerns re: how interest will accrue on premium payments credited to policy
70	Kathleen S.	Ins. Code § 10509.959	Failure to provide premium-billing statements; failure to provide annual statements; premium-billing errors; failure to provide policy information upon request
71	Alan M.		Failure to provide policy information upon request; increase in cost-of-insurance

			charge without notice
72	Tony L.		Failure to draft electronic funds transfer; policy lapse
73	Tim S.		Failure to draft electronic funds transfer; premium-billing errors
74	Arthur H.		Failure to draft electronic funds transfer
75	Spencer G.		Failure to provide policy information upon request; unable to surrender policy due to erroneous policy information
76	Jean W.		Premium-billing errors; failure to provide policy information upon request
77	D.W. H.		Failure to provide premium-billing statement; failure to provide annual statements and in-force policy illustrations
78	Christina C.		Failure to provide premium-billing statements; premium-billing errors
79	Geoff B.		Premium-billing errors; failure to properly credit premium payments
80	Natalie B.		Premium-billing errors; failure to properly credit premium payments
81	Natalie B.		Premium-billing errors; failure to properly credit premium payments
82	Eugene K.		Failure to receive premium-billing statements; failure to provide policy information upon request
83	Paul A.		Failure to timely return all moneys upon surrender of policy
84	Waldo U.		Failure to draft electronic funds transfer; policy lapse
85	Duane H.		Failure to provide policy information upon request; failure to properly credit premium payments

86	David F.		Failure to provide policy information upon request
87	Kristin L.		Failure to provide annual statements
88	Neal L.		Failure to provide annual statements
89	Anthony W.		Failure to provide annual statements
90	Yvette S.		Failure to provide annual statements
91	Tony I.		Failure to provide premium-billing statements
92	Teresa H.		Failure to provide annual statements; failure to properly credit premium payments and calculate interest; failure to process policy-transfer request
93	Harris N.		Failure to provide annual statements
94	Craig T.		Failure to properly credit premium payments
95	Eddie S.		Failure to provide premium-billing statements; premium-billing errors; financial difficulty paying back premiums
96	Steven F.		Failure to provide premium-billing statements; failure to provide annual statements
97	Dale G.		Failure to properly credit premium payments
98	Linette L.		Failure to provide policy information upon request
99	Grace E.		Failure to draft electronic funds transfer; failure to provide annual statements
100	Leonard A.		Failure to provide annual statements
101	Tom H.		Premium-billing errors

102	David B.		Failure to provide annual statements
103	Liset E.		Failure to provide annual statements; failure to provide policy information upon request
104	Henriette L.		Failure to provide annual statements; failure to provide policy information upon request
105	Hermenigilda V.		Failure to provide policy information upon request
106	Mark L.		Failure to provide annual statements, resulting in depletion of cash value and additional interest applied on policy loan
107	David P.		Failure to provide premium-billing statements
108	Gene S.		Failure to provide premium-billing statements
109	Michael M.		Failure to provide premium-billing statements; failure to provide policy information upon request