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Attorney for the CSI

BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
OFFICE OF THE STATE AUDITOR
STATE OF MONTANA

IN THE MATTER OF THE NATIONAL BETTER LIVING ASSOCIATION, INC.; SELECT BENEFITS SERVICES ASSOCIATION LIFE INSURANCE COMPANY OF NORTH AMERICA; COMPANION LIFE INSURANCE COMPANY; GUARANTEE TRUST LIFE INSURANCE COMPANY; UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK; NATIONAL UNION FIRE INSURANCE COMPANY; ALBERT CORMIER SOLUTIONS, LLC, f.k.a. ACS HEALTHCARE, LLC; ALLIED HEALTH BENEFITS, INC.; INTERNATIONAL MARKETING AND ADMINISTRATION CORPORATION; PSI/HEALTH LEADS SYSTEMS, INC.; GEORGE E. SPAULDING, JR.; TIMOTHY SIEWERT; MICHAEL SIEWERT; JOHN FABBRINI; BARRY SHAW; LANDON JORDON; OTIS CHAPMAN; JUSTIN CORMIEF MELANIE HALL; ANGUS MORRISON; CRYSTAL CORRELL; SHAWN HILLS; BARBARA HARRINGTON; G. DAN SIEWERT, EDWARD KLAYMAN; JOHN or JANE DOES 1-10; and XYZ BUSINESS ENTITIES 1-10, Respondents.	CASE NO.: INS-2009-70 **CONSENT AGREEMENT AND FINAL ORDER FOR THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK**

This Consent Agreement dated this 7th day of November 2011, is between the Montana Insurance Department ("Department") of the Office of the Commissioner of Securities and Insurance, Montana State Auditor ("CSI"), acting pursuant to the authority of Mont. Code Ann. § 2-4-603, and the Montana Insurance Code, Mont. Code Ann. § 33-1-101, *et. seq.*, and The United States Life Insurance Company in the City of New York (Respondent).

RECITALS

WHEREAS, on June 20, 2011, the Department filed a Notice of Proposed Agency Disciplinary Action and Opportunity for Hearing (Notice), which is incorporated herein by reference;

WHEREAS, the Notice alleged that Respondent violated the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et seq.;

WHEREAS, Respondent neither admits nor denies the substance of said allegations;

WHEREAS, Respondent has fully and completely cooperated with the Department;

WHEREAS, Respondent has voluntarily offered to pay some of Montana Insurance Consumer claims and or compensation to some Montana Insurance Consumers as described in Exhibit A, except as modified by the agreement below.

WHEREAS, prior to the execution of this agreement, Respondent settled one of one Montana Insurance Consumer's claims.

WHEREAS, the Department and Respondent agree that the parties' best interests would be served by entering into the following specific agreement and undertakings set forth below.

NOW, THEREFORE, in consideration of the mutual undertakings established herein, the Department and the Respondent enter into the following:

AGREEMENT

1. Respondent agrees to pay some of the outstanding medical claims of a Montana Insurance Consumer not covered or already paid by other coverage whether private or governmental and

compensation to two Montana Insurance Consumers identified in Exhibit A, attached hereto, within 90 days of the execution of this Consent Agreement.

a. Respondent agrees to pay the said claims directly to the medical provider to the extent that those claims have not been previously paid by the identified Montana Insurance Consumer or any other party whether private or governmental.

b. Respondent agrees to pay compensation to certain Montana Insurance Consumers described in Exhibit A.

c. The Department agrees that Respondent may negotiate with the said medical providers to lower the total amount of the claim.

d. Respondent must provide the Department proof that the identified Montana Insurance Consumers claims have been fully satisfied.

2. The Respondent acknowledge the CSI and the Department have jurisdiction over the subject matter of the above-entitled proceeding.

3. The Respondent acknowledge that they have read and understand each term of this Consent Agreement and enter into this Consent Agreement voluntarily and without reservation.

4. The Respondent stipulate and agree with the Department that this Consent Agreement resolves this matter.

5. The Respondent and the Department hereby acknowledge and agree that this Consent Agreement constitutes the entire agreement between the parties and that no other promises or agreements, either express or implied, have been made by the Department or by any member, officer, agent, or representative of the Department to induce the Respondent to enter into this Consent Agreement.

6. The Respondent specifically and affirmatively waive a contested case hearing, their right to appeal, and elect to resolve this matter on the terms and conditions set forth herein.

7. The Respondent fully and forever release and discharge the CSI, Department, and all Department employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this administrative action.

8. CSI and Department fully and forever release and discharge the Respondent and its affiliates except National Union Fire Insurance Company of Pittsburg PA and Respondent employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this administrative action.

9. The parties acknowledge and agree that this Consent Agreement may not be modified orally, and any subsequent modifications to this Consent Agreement must be mutually agreed upon in writing to be effective.

10. The Department and the Respondent agree that this Consent Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner herein.

11. The Respondent further understand that, upon the signing of the Final Order by the Commissioner or her representative, this Consent Agreement and Final Order will be an order of the CSI and failure to comply with it may constitute a separate violation of the Montana Insurance Code, as provided in Mont. Code Ann. § 33-1-318, and may result in subsequent legal action by the Department.

12. Upon execution of this Consent Agreement, the CSI and Department will fully and forever release and discharge the Respondent, Respondent's employees, and Respondent's agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this administrative action and will not commence any further administrative, civil, or other legal action based upon the regulatory non-compliance referenced hereinabove.

13. This Consent Agreement shall be effective upon signing of the Final Order.

14. The Respondent acknowledges that this Consent Agreement and Final Order are public records under Montana law and as such may not be sealed or otherwise withheld from the public.

DATED this 7 day of November 2011.

MIKE WINSOR
Attorney for the CSI

DATED this 2nd day of November, 2011.

THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK

By: David W. Butterfield

Its: Sr. Vice President

STATE OF New Jersey)
:ss.
County of Monmouth)

SUBSCRIBED and SWORN to before me by David W. Butterfield, this 2nd day of November, 2011, by Kristy Hayes.

Printed Name Kristy Hayes
Notary Public for the state of New Jersey
Residing at New Jersey
My Commission Expires

KRISTY HAYES
Notary Public of New Jersey
My Commission Expires June 11, 2014

FINAL ORDER

Pursuant to the authority vested by Mont. Code Ann. § 2-4-603, and the Montana Insurance Code, Mont. Code Ann. § 33-1-101, *et seq.*, and upon review of the foregoing Consent Agreement and good cause appearing,

IT IS ORDERED that the foregoing Consent Agreement between the Department and the Respondent is hereby adopted as if set forth fully herein.

DATED this 7TH day of NOVEMBER, 2011.

MONICA J. LINDEEN
Commissioner of Securities and Insurance

By: Robert W Moon
ROBERT W. MOON
Deputy Commissioner of Insurance

cc: Mike Winsor, Insurance Department
Marc Herling, Chief Counsel, Benefit Solutions, American General Life Companies, LLC

EXHIBIT A

Montana Insurance Consumer	Settlement
[redacted]	• Payment to [redacted] in the amount of $5,500.00 if a release is executed.
[redacted]	• Payment to [redacted] in the amount of $4,100.00 if a release is executed.