

Market Conduct Report

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

March 10, 2021

Connecticut Insurance Department

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USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

I. INTRODUCTION

A. Statutory Authority

By authority granted under Section 38a-15 of the Connecticut General Statutes, this examination was conducted by Market Conduct examiners of the State of Connecticut Insurance Department at the Connecticut Insurance Department office located in Hartford, Connecticut.

B. Scope of Examination

From May 4, 2020 to on or about January 29, 2021, the Market Conduct Division of the Connecticut Insurance Department examined the market conduct practices of the companies using a sample period of January 1, 2018 through December 31, 2018. The examination was limited to Connecticut business.

C. Company Profile

<u>Company</u>	<u>Commenced Business</u>	<u>State of Domicile</u>
USAA General Indemnity Company	June 23, 1972	Texas
United Services Automobile Association	June 1, 1922	Texas
SAA Casualty Insurance Company	September 20, 1968	Texas

Direct premiums written as of December 31, 2016 are as follows:

	<u>Connecticut</u>	<u>Total</u>
USAA General Indemnity Company	52,018,059	3,995,107,814
United Services Automobile Association	79,114,357	8,021,614,564
USAA Casualty Insurance Company	89,886,458	7,390,949,157

D. Market Conduct Reports

The examiners generated a listing of market conduct examination reports using National Association of Insurance Commissioners' I-Site. This information was used to request market conduct examination reports from the companies.

The examiners obtained copies of all relevant market conduct examination reports which had been issued to the companies during the three (3) years preceding the examination. The reports were reviewed to identify any recommendations that had been made by the respective Insurance Departments and to determine whether the companies had taken appropriate corrective action in response to those recommendations.

E. Privacy of Consumer Financial Information

**Standard 1: The companies have adequate procedures in place for the protection of consumer financial information.**

The companies appear to be in compliance.

**Standard 2: The companies provide each consumer with an initial privacy notice in accordance with statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 3: The companies provide each consumer with an annual privacy notice in accordance with statutes, rules and regulations but at a minimum annually.**

The companies appear to be in compliance.

**Standard 4: The companies provide each consumer with an opt out notice in accordance with statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 5: The companies provide each consumer with a revised privacy notice in accordance with statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 6: All notices are provided in the required timeframe so as to minimize any improper intrusion into the privacy of consumers.**

The companies appear to be in compliance.

**Standard 7: The companies comply with all requirements for the disclosure of nonpublic personal financial information to nonaffiliated third parties so as to minimize any improper intrusion into the privacy of consumers.**

The companies appear to be in compliance.

**Standard 8: The companies comply with all requirements for the disclosure and redisclosure of nonpublic personal financial information so as to minimize any improper intrusion into the privacy of consumers.**

The companies appear to be in compliance.

**Standard 9: The companies have procedures for the sharing of consumer account numbers so as to minimize any improper intrusion into the privacy of consumers.**

The companies appear to be in compliance.

## II. ITEMS EXAMINED

### A. Operations and Management

**Standard 1: The companies have an up-to-date, valid internal or external audit program.**

The examiners were provided the USAA Audit Services-Audit Operations Manual. The manual was quite extensive in detail and length. The company has many programs in place regarding the audit process and the individuals and or groups responsible for review. The companies appear to be in compliance with regard to having a valid and up to date audit program.

**Standard 2: The companies have appropriate controls, safeguards and procedures for protecting the integrity of computer information.**

The examiners reviewed the Enterprise Information Security Policy, Protection of USAA Information Policy and Sensitive Data Management Policy Manuals that were provided. The controls that are in place all appear to be adequate and in compliance.

**Standard 3: The companies have an antifraud plan in place.**

In 2018, a total of 23 referrals were sent to SIU for United Services Automobile Association, 26 referrals were sent to SIU for USAA Casualty Insurance Company and 47 referrals for USAA General Indemnity Company. The referrals are specific to PPA and Homeowner lines of business. The companies advised there were no resulting prosecutions or convictions.

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

**Standard 4: The companies have a valid disaster recovery plan.**

The USAA Group Disaster Recovery Plan was provided and reviewed by the examiners. The companies have detailed plans and procedures in place to recover from both man made and natural disasters.

**Standard 5: The companies adequately monitor the activities of the managing general agents.**

The companies do not have managing general agents.

**Standard 6: The companies' contract with managing general agents complies with applicable statutes, rules and regulations.**

See above.

**Standard 7: Records are adequate, accessible, consistent and orderly, and comply with State record retention requirements.**

The companies appear to be in compliance.

**Standard 8: The companies are licensed for the lines of business that are being written.**

The companies appear to be in compliance.

**Standard 9: The companies cooperate on a timely basis with examiners performing the examination.**

The companies appear to be in compliance.

B. Complaint Handling

**Standard 1: All complaints are recorded in the required format on the companies' complaint register.**

The examiners reviewed a total of sixty-eight (68) complaints registered and on file with the Department along with non-registered complaints. The companies were in compliance regarding its complaint register format.

**Standard 2: The companies have adequate complaint handling procedures in place and communicate such procedures to policyholders.**

The companies appear to be in compliance.

**Standard 3: The companies take adequate steps to finalize and dispose of the complaint in accordance with applicable statutes, rules and regulations, and contract language.**

The companies appear to be in compliance.

**Standard 4: The time frame within which the companies respond is in accordance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

C. Marketing and Sales

**Standard 1: All advertising and sales materials are in compliance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 2: The companies' internal producer training materials are in compliance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 3: The companies' communications to producers are in compliance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 4: The companies' mass marketing of property and casualty insurance is in compliance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

D. Producer Licensing

**Standard 1: The companies' records of licensed and appointed producers agree with Insurance Department's records.**

The companies appear to be in compliance.

**Standard 2: The producers are properly licensed and appointed in the jurisdiction where the application was taken.**

The companies appear to be in compliance.

**Standard 3: Termination of producers complies with statutes regarding notification to the producer and notification to the State, if applicable.**

The companies appear to be in compliance.

**Standard 4: The companies' policy of producer appointments and terminations does not result in unfair discrimination against policyholders.**

The companies appear to be in compliance.

**Standard 5: Records of terminated producers adequately document the reasons for termination.**

The companies appear to be in compliance.

E. Policyholder Service

**Standard 1: Premium notices and billing notices are sent out with an adequate amount of advance notice.**

The companies appear to be in compliance.

**Standard 2: Policy issuance and insured requested cancellations are timely.**

The companies appear to be in compliance.



USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

**Standard 3: All correspondence directed to the companies is answered in a timely and responsive manner by the appropriate department.**

The companies appear to be in compliance.

F. Underwriting and Rating

**Standard 1: The rates charged for the policy coverage are in accordance with filed rates or the companies' rating plan.**

The companies were not in compliance with regard to the rating of homeowner policies, specifically to the application of credits that apply to storm shutters and impact-resistant glass.

**Standard 2: Disclosures to insureds concerning rates and coverages are accurate and timely.**

The companies appear to be in compliance.

**Standard 3: The companies do not permit illegal rebating, commission cutting or inducements.**

The companies appear to be in compliance.

**Standard 4: Credits and deviations are consistently applied on a non-discriminatory basis.**

The companies appear to be in compliance.

**Standard 5: Schedule rating or individual risk premium modification plans, where permitted, are based on objective criteria with usage supported by appropriate documentation.**

Examination did not involve review of commercial lines business.

**Standard 6: The companies' underwriting practices are not unfairly discriminatory. The companies adhere to applicable statutes, rules, regulations and companies' guidelines in the selection of risks.**

USAA General Indemnity Company  
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USAA Casualty Insurance Company

The companies appear to be in compliance.

**Standard 7: All forms and endorsements forming a part of the contract are listed on the declarations page and should be filed with the Department of Insurance.**

The companies appear to be in compliance.

**Standard 8: The producers are properly licensed and appointed in the jurisdiction where the application was taken.**

The companies appear to be in compliance.

**Standard 9: Underwriting, rating and classifications are based on adequate information developed at or near inception of the coverage rather than near expiration or following a claim.**

The companies appear to be in compliance.

**Standard 10: File documentation adequately supports decisions made.**

The companies appear to be in compliance.

**Standard 11: Policies and endorsements are issued or renewed accurately, timely and completely.**

Homeowners  
USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

It was determined during the rating review of homeowner new business policies that the companies were not in compliance with Connecticut General Statutes, Section 38a-316b, specifically regarding the premium discount on homeowner insurance policies for the installation of permanent storm shutters or impact resistant-glass. It was determined the companies only applied the discount if the insured had both the permanent storm shutters and the impact-resistant glass. The statute allows the credit even if only one of the two applies and is not necessary to have both.

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

The companies were asked to do a complete review of their book of business and to remediate any insured who qualified for the discount. The companies agreed to go back five years per the Departments request and refund those insureds.

The company advised the company totals after the review are as follows for both new business and renewal business:

<u>Company</u>	<u>Amount</u>
<u>USAA General Indemnity Company</u>	\$17,947.09
<u>United Services Automobile Association</u>	\$17,480.66
<u>USAA Casualty Insurance Company</u>	\$18,757.65

**Standard 12: Audits, when required, are conducted accurately and timely.**

The companies appear to be in compliance.

**Standard 13: The companies verify that VIN number submitted with application is valid and that the correct symbol is utilized.**

The companies appear to be in compliance.

**Standard 14: The companies do not engage in collusive or anti-competitive underwriting practices.**

The companies appear to be in compliance.

**Standard 15: Rejections and declinations are not unfairly discriminatory.**

The companies appear to be in compliance.

**Standard 16: Cancellation/non-renewal notices comply with policy provisions and State laws, and companies' guidelines.**

The companies appear to be in compliance.

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

**Standard 17: Cancellation/non-renewal notices comply with policy provisions and State laws, including the amount of advance notice provided to the insured and other parties to the contract.**

The companies appear to be in compliance.

**Standard 18: Unearned premiums are correctly calculated and returned to appropriate party in a timely manner, and in accordance with applicable statutes, rules and regulations.**

The companies appear to be in compliance.

**Standard 19: Rescissions are not made for non-material misrepresentation.**

There were no rescissions during the exam period.

**Standard 20: All policies are correctly coded.**

The companies appear to be in compliance.

G. Claims

**Standard 1: The initial contact by the companies with the claimant is within the required time frame.**

The companies appear to be in compliance.

**Standard 2: Timely investigations are conducted.**

The companies appear to be in compliance.

**Standard 3: Claims are resolved in a timely manner.**

The companies appear to be in compliance.

**Standard 4: The companies respond to claim correspondence in a timely manner.**

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

The companies appear to be in compliance.

**Standard 5: Claim files are adequately documented.**

The companies appear to be in compliance.

**Standard 6: Claim files are handled in accordance with policy provisions and applicable statutes, rules and regulations.**

Private Passenger Automobile

USAA General Indemnity Company

In a review of property damage liability claims, there were seven (7) instances of loss of use not being considered in the settlement of the claim.

In a review of automobile comprehensive claims, one (1) total loss vehicle valuation did not have adequate documentation to justify a condition adjustment taken. The company refunded \$466 to the insured.

In a review of bodily injury liability claims, there were 4 instances of early settlements in violation of CGS 52-572a.

United Services Automobile Association

In a review of property damage liability claims, there were five (5) instances in which loss of use was not considered in the settlement of the claim. One claim settlement had a claim handling error and one claim had a delay in settlement. One (1) claim had an overpayment.

In a review of collision claims, there were (4) four claim settlements that did not have adequate documentation to justify the condition adjustment taken. The company re-reviewed the settlements and refunded claimants \$1,846. There was one claim that had an overpayment and one claim that had a claim delay.

In a review of comprehensive claims, there were three (3) claim handling errors.

In a review of subrogated claims, one claim was determined there was one (1) overpayment of \$125.

In a sample of closed without payment claims, one claim settlement had a claim handling error.

USAA Casualty Insurance Company

In a review of property damage liability claims, there were nineteen (19) instances in which loss of use was not considered in the settlement of the claim. One (1) condition adjustment deduction taken on a total loss valuation did not appear to be supported by documentation. The company reviewed again and refunded claimant \$469.

In a review of collision claims, five condition adjustments on total loss valuation did not appear to be justified by file documentation. The company refunded claimants a total of \$3,583.

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

In a review of comprehensive claims, three (3) condition adjustments did not have adequate documentation to justify deductions taken. A total of \$2,567 was refunded to claimants.

In review of subrogated claims, four condition adjustments taken on total loss valuations lacked adequate documentation to justify the amounts taken. The company reviewed and refunded \$1,070.

Homeowners

USAA General Indemnity Company

In a review of homeowner paid claims, there was one (1) claim handling error. The claimant was reimbursed \$15,500 by the company.

In a sample of homeowner closed without payment claims, there were two (2) claim handling errors and one (1) claim had a claim delay.

United Services Automobile Association

In a review of homeowner paid claims, there were two (2) claim delays and one (1) claim had a duplicate payment.

In a sample of homeowner closed without payment claims, there were four (4) claim handling errors, one (1) claim delay and one (1) claim failed to send a closing letter.

PROPERTY DAMAGE CLAIMS-Loss of Use Consideration

Connecticut Regulations 38a-334-2(c) and 38a-334-5(a) require companies to consider loss of use payment in the settlement of the property damage liability claims. During review of the automobile property damage liability claims, the claim notes indicated that the company did not initially consider loss of use in some instances of the settlements. It did, at a later date, perform a review of its closed property damage liability claims to ensure it met the requirements of the regulation.

The companies advised that the review of property damage liability claims originated from a survey examination of Garrison Insurance Company in which it was determined that the company was not in compliance with consideration of loss of use in the settlement of the claim. The company undertook a review of property damage claims for its companies that wrote business in Connecticut.

For the period of examination January 1, 2018 through December 31, 2018, the companies advised the following remediation amounts:

<u>Company</u>	<u>Amount</u>
<u>USAA General Indemnity Company</u>	\$55,559.94 (327 Claims)
<u>United Services Automobile Association</u>	\$74,994.24 (409 Claims)
<u>USAA Casualty Insurance Company</u>	\$86,139.55 (484 Claims)
<u>Garrison Insurance Company</u>	\$35,736.02 (149 Claims)

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

During the start examination review, the companies developed a letter they now send to property damage claimants which properly advises they are entitled to loss of use consideration. The letter was reviewed and approved as acceptable by our legal department for meeting requirements of proper advisement of loss of use consideration.

**Standard 7: The companies use the reservation of rights and excess of loss letters when appropriate.**

The companies appear to be in compliance.

**Standard 8: Deductible reimbursement to insureds upon subrogation recovery is made in a timely and accurate manner.**

The companies appear to be in compliance.

**Standard 9: The companies' claim forms are appropriate for the type of product.**

The companies appear to be in compliance.

**Standard 10: Claim files are reserved in accordance with the companies' established procedures.**

The companies appear to be in compliance.

**Standard 11: Denied and closed without payment claims are handled in accordance with policy provisions and State law.**

The companies appear to be in compliance.

**Standard 12: Cancelled benefit checks and drafts reflect appropriate claim handling procedures.**

The companies appear to be in compliance.

**Standard 13: Claim handling practices do not compel claimants to institute litigation, in cases of clear liability and coverage, to recover amounts due under policies by offering substantially less than is due under the policy.**

USAA General Indemnity Company  
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The companies appear to be in compliance.

**Standard 14: The companies use licensed adjusters and (Connecticut) appraisers in the handling of casualty claims.**

USAA General Indemnity Company

It was determined in three (3) instances that individuals did not have the required casualty adjusters license in accordance with Connecticut General Statutes, Section 38a-792.

United Services Automobile Association

It was determined in five (5) instances that individuals did not have the required casualty adjusters license in accordance with Connecticut General Statutes, Section 38a-792.

It was determined that one (1) motor vehicle physical damage appraiser did not have required appraisers license in accordance with Connecticut General Statutes, Section 38a-790.

USAA Casualty Insurance Company

It was determined in four (4) instances that individuals did not have the required casualty adjusters license in accordance with Connecticut General Statutes, Section 38a-792.

**Standard 15: Loss statistical coding is complete and accurate.**

The companies appear to be in compliance.

**Standard 16: Release by injured person voidable if obtained within fifteen days.**

It was determined that USAA General Indemnity Company was not in compliance with Connecticut General Statutes Section 52-572a with regard to bodily injury liability settlements.



III. SUMMARY OF RECOMMENDATIONS

Report  
Section

- II. F. Underwriting and Rating:  
Personal Lines – Homeowner Rating  
It is required that USAA General Indemnity Company, United Services Automobile Association and USAA Casualty Insurance Company comply with Connecticut General Statutes, Section 38a-686, with regard to homeowner rating.
- II. F. Underwriting and Rating:  
Personal Lines – Homeowner Rating  
It is required that USAA General Indemnity Company, United Services Automobile Association and USAA Casualty Insurance Company comply with Connecticut General Statutes, Section 38a-316b, with regard to the application of discount for having impact-resistant glass or storm shutters.
- II. G. Claims:  
Automobile Total Loss Settlements  
It is required that USAA General Indemnity Company, United Services Automobile Association and USAA Casualty Insurance Company comply with Connecticut General Statutes, Section 38a-15, with regard to the settlement of automobile total loss valuation claims.
- II. G. Claims:  
Homeowner  
It is required that USAA General Indemnity Company and United Services Automobile Association comply with Connecticut General Statutes, Section 38a-816, with regard to the settlement of homeowner claims.
- II. G. Claims:  
Automobile  
It is required that USAA General Indemnity Company and United Services Automobile Association comply with Connecticut General Statutes, Section 38a-816, with regard to the settlement of automobile claims.

USAA General Indemnity Company  
United Services Automobile Association  
USAA Casualty Insurance Company

II. G. Claims:

Automobile

Bodily Injury Settlements

It is required that USAA General Indemnity Company comply with Connecticut General Statutes, Section 52-572a with regard to the settlement of automobile bodily injury claims.

II. G. Claims:

Automobile

It is required that USAA General Indemnity Company, United Services Automobile Company and USAA Casualty Insurance Company comply with Connecticut Regulations, 38a-334-2(c) and 38a-334-5(a) with regard to property damage liability claims regarding loss of use consideration.

II. G. Claims:

Casualty Claims Adjusters

It is required that USAA General Indemnity Company, United Services Automobile Services and USAA Casualty Insurance Company comply with Connecticut General Statutes, Section 38a-792 with regard to licensing of casualty adjusters.

II. G. Claims:

Motor Vehicle Appraisers

It is required that United Services Automobile Services complies with Connecticut General Statutes, Section 38a-790 with regard to licensing of motor vehicle physical damage appraisers.

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USAA Casualty Insurance Company

ACKNOWLEDGMENT

The courtesy and cooperation of USAA Group during the course of this examination is acknowledged.

Mark J. Duffy, Nicholas Gill, La-Keya Daniels and James Stowe participated in the examination and preparation of this report.



# STATE OF CONNECTICUT

## INSURANCE DEPARTMENT

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IN THE MATTER OF: DOCKET MC 21-32  
UNITED SERVICES AUTOMOBILE ASSOCIATION  
-----X

### STIPULATION AND CONSENT ORDER

It is hereby stipulated and agreed between United Services Automobile Association and the State of Connecticut Insurance Department by and through Andrew N. Mais, Insurance Commissioner to wit:

#### I

WHEREAS, pursuant to a Market Conduct examination, the Insurance Commissioner alleges the following with respect to United Services Automobile Association:

1. United Services Automobile Association, hereinafter referred to as Respondent, is domiciled in the State of Texas and is licensed to transact property and casualty insurance in the State of Connecticut. The NAIC company code number is 25941.
2. From May 4, 2020 through January 29, 2021, the Department conducted an examination of Respondent's market conduct practices in the State of Connecticut covering the period January 1, 2018 through December 31, 2018.
3. During the period under examination, Respondent failed to follow established practices and procedures to ensure compliance with statutory requirements resulting in instances of:
  - a) improper rating of homeowner policies
  - b) improper settlement of automobile claims
  - c) unlicensed individuals appraising motor vehicle physical damage
  - d) unlicensed individuals adjusting casualty claims
  - e) failure to undertake to pay loss of use

4. The conduct described in paragraph three is in violation of Sections 38a-316b, 38a-816, 38a-790 and 38a-792 of the Connecticut General Statutes, and 38a-334-2(c) and 38a-334-5(a) of the Connecticut Regulations and constitutes cause for the imposition of a fine or other administrative penalty under Sections 38a-2, 38a-41 and 38a-817 of the Connecticut General Statutes.

II

1. WHEREAS, Respondent admits the allegations in paragraphs three and four of Article I of this Stipulation and Consent Order; and
2. WHEREAS, Respondent agrees to undertake a complete review of its practices and procedures, with respect to those areas of concern, as described in the Market Conduct Report and this Stipulation, so that those areas of concern are compliant with Connecticut Statutes; and
3. WHEREAS, Respondent agrees to provide the Insurance Commissioner with a full report of findings and a summary of actions taken to comply with the requirements of paragraph two of this Section within ninety (90) days of the date of this document; and
4. WHEREAS, Respondent agrees to pay a fine in the amount of \$32,500 for the violations described herein; and
5. WHEREAS, Respondent, being desirous of terminating administrative action without the necessity of a formal hearing or further litigation, does consent to the making of this Consent Order and voluntarily waives:
  - a. any right to notice and a hearing; and
  - b. any requirements that the Insurance Commissioner's decision contain a statement of findings of fact and conclusions of law; and
  - c. any and all rights to object to or challenge before the Insurance Commissioner or in any judicial proceeding any aspect, provision or requirement of this Stipulation

NOW THEREFORE, upon the consent of the parties, it is hereby ordered and adjudged:

1. That the Insurance Commissioner has jurisdiction of the subject matter of this administrative proceeding.
2. That Respondent is fined the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500) for the violations herein above described.

UNITED SERVICES AUTOMOBILE ASSOCIATION

By: 

(Representative of Insurance Company)

CERTIFICATION

The undersigned deposes and says that she/he has duly executed this Stipulation and Consent Order on this 7<sup>th</sup> day of July 2021, for and on behalf of United Services Automobile Association; that she/he is the AVP - Insurance Compliance of such company, and she/he has authority to execute and file such instrument.

By: [Signature]

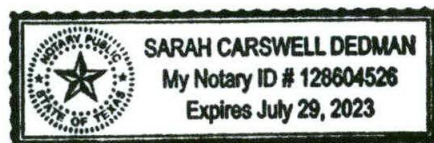
STATE OF Texas

SS

COUNTY OF Bexar

On the 7<sup>th</sup> day of July 2021, before me personally  
appeared Daniel Dilley, sealer  
of the foregoing Stipulation and Consent Order, acknowledged same to be her/his act and deed.

Sarah C. Dedman  
Notary Public/Commissioner of The Superior Court



*Section Below To Be Completed by State of Connecticut Insurance Department*

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Dated at Hartford, Connecticut this 19th day of July 2021.

[Signature]  
Andrew N. Mais  
Insurance Commissioner