

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT  
INGHAM COUNTY

KEN ROSS, COMMISSIONER OF THE OFFICE  
OF FINANCIAL AND INSURANCE  
REGULATION,

Petitioner,

No. 10-397-CR

v

HON. WILLIAM E. COLLETTE

AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY,

Respondent.

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Christopher L. Kerr (P57131)  
Jason R. Evans (P61567)  
Assistant Attorneys General  
Attorneys for Petitioner  
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**EX PARTE PETITION FOR APPROVAL OF THE REHABILITATOR'S PLAN TO  
ENTER INTO AN ASSUMPTION AND INDEMNITY REINSURANCE AGREEMENT  
WITH BANKERS FIDELITY LIFE INSURANCE COMPANY  
RELATIVE TO AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY'S  
MEDICARE SUPPLEMENT HEALTH INSURANCE POLICIES**

R. Kevin Clinton,<sup>1</sup> Commissioner of the Michigan Office of Financial and Insurance  
Regulation, as Rehabilitator of American Community Mutual Insurance Company (the  
"Rehabilitator"), by and through his attorneys, Bill Schuette, Attorney General, and Christopher

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<sup>1</sup> Governor Snyder duly appointed R. Kevin Clinton to succeed Ken Ross as the Commissioner of OFIR effective April 18, 2011. Consequently, Commissioner Clinton became the Rehabilitator of American Community on that date.

L. Kerr and Jason R. Evans, Assistant Attorneys General, petitions this Court pursuant to MCL 500.8114(4) to approve the Rehabilitator's plan to enter into an assumption and indemnity reinsurance agreement with Bankers Fidelity Life Insurance Company ("Bankers Fidelity") relative to American Community's Medicare Supplement health insurance policies. In support of this Ex Parte Petition, the Rehabilitator states as follows:

1. On April 8, 2010, this Court entered a Stipulated Order Placing American Community into Rehabilitation, Approving Appointment and Compensation of Special Deputy Rehabilitators, and Providing Injunctive Relief (the "Rehabilitation Order"). Pursuant to MCL 500.8113(1), the Rehabilitation Order appointed the Commissioner as the Rehabilitator of American Community.

2. As required by MCL 500.8113(1), the Rehabilitation Order directed the Rehabilitator to "take immediate possession of all the assets of American Community and administer those assets under the Court's general supervision."<sup>2</sup>

3. The Rehabilitation Order further provides that "[p]ursuant to MCL 500.8114(2) and (4), the Rehabilitator may take such action as he considers necessary or appropriate to reform or revitalize American Community, and is empowered to pursue all avenues of reorganization, consolidation, conversion, reinsurance, merger, or other transformation of American Community to effectuate rehabilitation and maintain, to the greatest extent possible, a continuity of health care services."<sup>3</sup>

4. The Rehabilitation Order additionally provides that "[p]ursuant to MCL 500.8114(4), if the Rehabilitator determines that reorganization, consolidation, conversion, reinsurance,

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<sup>2</sup> Rehabilitation Order, p 4, ¶ 3.

<sup>3</sup> Rehabilitation Order, p 6, ¶ 10.

merger, or other transformation of American Community is appropriate, he shall prepare a plan to effect those changes and shall apply to the Court for approval of such plan.”<sup>4</sup>

5. On April 26, 2010, the Court entered an Ex Parte Order approving the Rehabilitator’s compensation of Cain Brothers as the exclusive financial advisor to the Rehabilitator.

6. In its role as exclusive financial advisor, Cain Brothers has marketed and solicited offers to purchase various “blocks” or segments of American Community’s insurance business. That process resulted in the negotiation of an Assumption and Indemnity Reinsurance Agreement (“Agreement”) between American Community and Bankers Fidelity relative to American Community’s Medicare Supplement health insurance policies. The Agreement will allow Bankers Fidelity to first reinsure and eventually assume the entirety of American Community’s Medicare Supplement health insurance business existing as of July 1, 2011. A copy of the executed Agreement is attached as Exhibit A.<sup>5</sup>

7. Bankers Fidelity is a subsidiary of Atlantic American Corporation and an established industry leader in the marketing of insurance products to senior citizens throughout the United States. Domiciled in Atlanta, Georgia, Bankers Fidelity was established in 1955 and is currently licensed in 46 states and the District of Columbia.<sup>6</sup> Bankers Fidelity’s solid financial condition is evidenced by its A.M. Best financial strength rating of B++ (Good) and issuer credit rating of “bbb+”.<sup>7</sup> A.M. Best’s affirmation of Bankers Fidelity’s ratings and stable outlook recognizes the

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<sup>4</sup> Rehabilitation Order, p 6, ¶ 11.

<sup>5</sup> Due to privacy, confidentiality, and/or proprietary concerns, the Rehabilitator has redacted information regarding policy identification number, writing agent, and name of insured from the copy of Schedule 1 [List of Policies] of the Agreement filed with the Court.

<sup>6</sup> See <http://www.atlam.com/bflic> (accessed August 2, 2011).

<sup>7</sup> See A.M. Best Press Release dated September 28, 2010, attached as Exhibit B.

company's strong risk-based capital position, improved investment portfolio, and growth in its senior life business while maintaining its Medicare Supplement presence.<sup>8</sup>

8. Based on Bankers Fidelity's experience in the industry, financial strength, and other considerations, the Rehabilitator has determined that entering into the Agreement with Bankers Fidelity is necessary and appropriate for the effective and efficient administration of this rehabilitation proceeding and will assist in providing the maximum protection to American Community's creditors, policyholders, and the public.

9. Consistent with the Rehabilitation Order, the Rehabilitator has determined that the Agreement will also maintain to the greatest extent possible a continuity of services for American Community's Medicare Supplement policyholders.

10. Specifically, effective July 1, 2011 and going forward, the Agreement will transfer all underwriting risk associated with claims against American Community's Medicare Supplement policies to Bankers Fidelity.<sup>9</sup> On or before December 31, 2011 (barring the Parties' mutual agreement to an extension), Bankers Fidelity will take over administration of these policies.<sup>10</sup> As soon as reasonably possible, Bankers Fidelity will also assume the American Community policies, eventually transitioning American Community's Medicare Supplement policyholders into Bankers Fidelity policies.<sup>11</sup> Once this process is completed, American Community will have completely transferred all administration and all underwriting risk associated with its Medicare Supplement business to Bankers Fidelity. At the same time, the majority of American Community's policyholders should experience a smooth transition to a reputable replacement insurer.

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<sup>8</sup> *Id.*

<sup>9</sup> Exhibit A, Section 2.04.

<sup>10</sup> Exhibit A, Section 8.09.

<sup>11</sup> Exhibit A, Sections 3.01 and 6.01.

11. The Agreement will also bring funds into the American Community rehabilitation estate for the benefit of the company's creditors. Pursuant to the Agreement, Bankers Fidelity will pay American Community an administrative fee in the amount of 9% of earned premiums while American Community continues to administer the policies.<sup>12</sup> In addition, Bankers Fidelity will pay American Community the lump-sum purchase price of \$900,000 in connection with its assumption and reinsurance of the policies.<sup>13</sup>

14. Cain Brothers actively marketed and solicited offers to purchase American Community's Medicare Supplement business. In June 2010, another company submitted a non-binding letter of intent to purchase this business for \$989,000. However, after conducting due diligence and negotiating draft agreements, that company terminated its interest in July 2010. Similarly, in September 2010, a second company submitted a non-binding letter of intent to purchase this business for \$750,000. However, after conducting due diligence and negotiating numerous draft agreements, the parties could not consummate a deal and the Special Deputy Rehabilitator ultimately terminated negotiations in December 2010. Consequently, Bankers Fidelity stands as the only company with which the Rehabilitator could actually finalize an agreement, while the purchase price agreed to by Bankers Fidelity is very competitive.

15. Time is of the essence in securing this Court's approval of the Agreement, which has a July 1, 2011 effective date and assumes prompt commencement in order to preserve the policies in force and begin the transitioning process. Consequently, the Rehabilitator requests this Court to waive any hearing on this Petition and instead approve the Rehabilitator's plan to enter into the Agreement on an ex parte basis. Such approval is expressly allowed by the permissive language in MCL 500.8114(4), which provides that "[u]pon application of the

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<sup>12</sup> Exhibit A, Section 8.06.

<sup>13</sup> Exhibit A, p 4.

rehabilitator for approval of the plan, and after notice and hearings as the court *may* prescribe, the court may either approve or disapprove the plan proposed, or may modify it and approve it as modified.”<sup>14</sup>

16. Similarly, providing personalized notice of this Ex Parte Petition and any resulting Order to all parties that have a general interest in American Community’s rehabilitation is impractical at this time because there has been no claims submission or other process to identify such interested parties. Moreover, attempting to identify and personally notify every party having a general interest would be time-intensive and costly to American Community’s rehabilitation estate. For these reasons, the Rehabilitator requests that the Court authorize and ratify service of this Ex Parte Petition and any resulting Order by posting electronic copies on the OFIR website, [www.michigan.gov/ofir](http://www.michigan.gov/ofir), under the section “Who We Regulate,” and the subsection “American Community.” Service in this manner is reasonably calculated to give interested parties actual notice of these proceedings and is otherwise reasonable under the circumstances.

WHEREFORE, the Commissioner, as Rehabilitator of American Community, respectfully requests this Court to approve the Rehabilitator’s plan to enter into the attached Agreement with Bankers Fidelity relative to all American Community Medicare Supplement health insurance policies in force as of July 1, 2011. Further, the Rehabilitator requests the Court to waive any hearing on this petition and to approve it on an ex parte basis. Finally, the Rehabilitator requests this Court to authorize and ratify service of this Ex Parte Petition and any resulting Order by posting electronic copies on the “American Community” section of OFIR’s website.

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<sup>14</sup> MCL 500.8114(4)(emphasis added).

Respectfully submitted

Bill Schuette  
Attorney General

A handwritten signature in black ink, appearing to read "Chris Kerr", written over a horizontal line.

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Dated: August 3, 2011

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## ASSUMPTION AND INDEMNITY REINSURANCE AGREEMENT

THIS ASSUMPTION AND INDEMNITY REINSURANCE AGREEMENT (this "Agreement"), entered into on July 1, 2011 (the "Execution Date"), is made by and between AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY, a Michigan-domiciled mutual insurance company, in rehabilitation (hereinafter referred to as the "Company") and BANKERS FIDELITY LIFE INSURANCE COMPANY, a Georgia-domiciled stock insurance company ("Reinsurer"). The Company and the Reinsurer shall be referred to collectively herein as the "Parties" and each as a "Party."

WHEREAS, the Company is in rehabilitation pursuant to a Stipulated Order Placing American Community Mutual Insurance Company into Rehabilitation, Approving Appointment and Compensation of Special Deputy Rehabilitators, and Providing Injunctive Relief (the "Stipulated Order") entered by the Circuit Court for the 30th Judicial Circuit, Ingram County, Michigan (the "Court") on April 8, 2010, in the case of *Ken Ross, Commissioner of the Office of Financial and Insurance Regulation v. American Community Mutual Insurance Company*, Case No. 10-397-CR;

WHEREAS, pursuant to the Stipulated Order, R. Kevin Clinton, in his statutory capacity as Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, has been appointed Rehabilitator of the Company (the "Receiver") and has been authorized to appoint one or more Special Deputy Rehabilitator(s) pursuant to MCL 500.8113(1);

WHEREAS, the Company is the issuer of certain Medicare Supplement insurance policies and, as part of his efforts in the rehabilitation proceedings to reform and revitalize the Company and maintain, to the greatest extent possible, a continuity of health care services, the Receiver desires to transfer and assign to the Reinsurer on an assumption reinsurance basis all of the Company's right, title and interest in and to the Policies (as defined herein), such that all of the Company's rights, duties and obligations under the Policies are completely novated and assumed by the Reinsurer (with the exception of Mutual Policyholder Obligations (as defined herein));

WHEREAS, the Reinsurer desires to assume on an assumption reinsurance basis all of the Company's rights, duties and obligations in connection with, relating to, or arising out of such Policies upon the terms and conditions set forth herein (with the exception of Mutual Policyholder Obligations (as defined herein)); and

WHEREAS, from and after the Effective Date until the Policies are assumed by novation by the Reinsurer, the Company desires to cede and the Reinsurer agrees to reinsure, on an indemnity reinsurance basis, 100% of the Company's Policy Liabilities (as defined herein) on such Policies upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises, and upon the terms and conditions hereinafter set forth, the Parties hereto agree as follows.

ARTICLE I  
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified below.

“Business Day” means any day that is not a Saturday, Sunday or a federal holiday.

“Closing” shall mean the closing of the transactions contemplated in this Agreement, including the payment of the Purchase Price and the transfer of the Settlement Amount.

“Closing Date” shall mean the date as defined in Section 6.01.

“Covered Persons” means the individuals entitled to receive covered benefits under Policies.

“Earned Premium” means  $CP - UEPC - APC + DPC$  where:

CP=Collected Premium during the period.

UEPC=change in the Unearned Premium Reserve during the period.

APC=change in Advance Premium Reserve during the period.

DPC=change in the Due Premium Reserve during the period.

“Effective Date” means July 1, 2011.

“Extra-Contractual Liabilities” means any and all liabilities and obligations of any nature, kind or description (i) for consequential, extra-contractual, tort, bad faith, exemplary, punitive, special or similar damages and (ii) for statutory or regulatory damages, fines, penalties, forfeitures, and similar charges of a penal or disciplinary nature.

“Interim Expense Fee” shall mean the fee the Reinsurer will pay the Company for administrative services provided by the Company from the Effective Date of this Agreement until the Transition Date.

“Mutual Policyholder Obligations” means any liabilities or obligations arising from any policyholder’s or insured’s rights by virtue of the Company’s operation and existence as a mutual insurance company and/or provisions in the Policies with respect thereto, including voting rights, rights to dividends or other distributions from the Company and any other rights attributable to the ownership of or any equity or surplus in or of the Company.

“Novation Date” shall have the meaning set forth in Section 3.03 hereof.

“Policy” or “Policies” means those Medicare Supplement insurance policies listed in Schedule 1 attached hereto (including all supplements, endorsements, riders and ancillary agreements in connection therewith) with individuals that obligate the Company to provide, arrange for the provision of, or indemnify for the cost of health care services and supplies as

specified therein, which policies or other agreements (i) are in effect as of the Effective Date or (ii) become effective after the Effective Date, including through (A) the reinstatement of lapsed policies pursuant to provisions therein or of applicable law, or (B) the renewal thereof by the Company after the Effective Date to satisfy renewal rights under contractual provisions or applicable law.

"Policy Information and Materials" means all books, records, computer files, computer tapes and discs, other nonproprietary software and correspondence pertaining to the Policies including all policyholder lists, policy forms, endorsements, rates, rate and form approvals, approvals of advertising, commission schedules, Producer Agreements, claims manuals, underwriting files, claim files and claims data, complaint records and correspondence with policyholders, healthcare providers, Producers and regulators.

"Policy Liabilities" means the Company's gross liabilities and obligations arising under or in connection with the Policies, including for any claims incurred but remaining unpaid prior to the Effective Date, but excluding any Mutual Policyholder Obligations. In addition, the term "Policy Liabilities" shall include:

- (a) all Extra-Contractual Liabilities that arise from any act, error or omission after the Effective Date, whether or not intentional, in bad faith or otherwise, by the Reinsurer or any of its affiliates, or any of their respective officers, employees, agents or representatives relating to the Policies, and any attorneys' fees incurred by the Reinsurer or the Company related to such Extra-Contractual Liabilities;
- (b) all liabilities and obligations for premium taxes arising on account of any premiums received by the Reinsurer with respect to coverage under the Policies after the Effective Date;
- (c) all liabilities and obligations for returns or refunds of premiums (irrespective of when due) received by the Reinsurer with respect to coverage under the Policies after the Effective Date (excluding any such liabilities and obligations resulting from the Company's charging of unauthorized or improper rates or its failure to comply with applicable law);
- (d) any assessment required by any insurance guaranty, insolvency, comprehensive health association or other similar fund maintained by any jurisdiction relating to the Policies assessed or imposed on the basis of premiums received by the Reinsurer with respect to coverage under the Policies after the Effective Date;
- (e) all liabilities and obligations for Producer Payments, if any, due and payable with respect to the Policies to or for the benefit of Producers to the extent that such amount is attributable to premiums received by the Reinsurer with respect to coverage under the Policies after the Effective Date; and
- (f) all liabilities and obligations for payment of any compensation to providers relating to covered benefits provided to Covered Persons under the Policies that are unpaid as of the Effective Date.

"Policyholder Materials" shall have the meaning set forth in Section 3.01.

"Producer" shall mean any agent, broker, representative, or subagent of any person (i) having a Producer Agreement with the Company and (ii) being entitled to receive any Producer Payments from the Company after the Effective Date for the solicitation, sale, marketing, production or servicing of any of the Policies.

"Producer Agreement" means any written agreement, contract, understanding or arrangement, between the Company and any Producer, including any assignments of compensation thereunder, and relating to the solicitation, sale, marketing, production or servicing of any of the Policies.

"Producer Payments" shall mean any expense allowance, commission, override commission, service fee or other compensation payable by the Company to a Producer pursuant to a Producer Agreement.

"Purchase Price" shall mean the purchase price payable by the Reinsurer to the Company in connection with the assumption and reinsurance of the Policies under this Agreement. The Purchase Price shall be Nine Hundred Thousand Dollars (\$900,000.00) and such figure shall be paid at Closing, subject to the netting provisions contained in the definition of Settlement Amount and Section 6.02 of this Agreement.

"Settlement Amount" shall mean the amount of the payment to be made by the Company to the Reinsurer or the Reinsurer to the Company at Closing, as the case may be, which shall equal to the Statutory Reserves and Liabilities as of June 30, 2011 less the Purchase Price, calculated as shown in Exhibit B.

"Statutory Reserves and Liabilities" shall mean the sum of all of the Company's statutory reserves attributable to the Policies calculated in accordance with commonly accepted actuarial standards, consistently applied and fairly stated, and on the basis of assumptions consistent with those used in computing the corresponding items on the Company's financial statement in accordance with requirements of the National Association of Insurance Commissioners and the Michigan Office of Financial and Insurance Regulation. Such reserves shall include (a) active life reserves, (b) unearned premium reserve, (c) advance premium reserve and (d) reserves for claims incurred as of June 30, 2011.

"Transition Date" shall mean the date upon which all Transition Services are fully assumed by the Reinsurer. The Parties agree that the Transition Date shall occur on or after the Novation Date.

"Transition Period" shall mean the time from the Effective Date through and including the Transition Date.

"Transition Services" shall mean the transition services set forth in Article VIII, for a transition period until the Reinsurer assumes such administration functions.

ARTICLE II  
BUSINESS TRANSFERRED AND REINSURED

Section 2.01. Assignment of Policies. As of the Novation Date, and as set forth in Schedule 1 attached hereto and made a part hereof, (i) the Company hereby transfers and assigns to Reinsurer all of the Company's right, title and interest in the Policies and (ii) the Reinsurer hereby accepts, assumes and agrees to perform all of the Company's duties and obligations, whether direct, indirect, contingent, unliquidated, unmatured or otherwise arising after the Effective Date in connection with, relating to, or arising out of the Policies, excluding the Mutual Policyholder Obligations. Upon and after the Novation Date, and subject to Article VII herein, all premium payments under the Policies shall be the sole property of the Reinsurer.

Section 2.02. Novation. As soon as practicable after the Closing Date, the Company will use its best efforts to assist the Reinsurer to effect the novation of the Policies. The Reinsurer shall use commercially reasonable efforts to effect the novation of the Policies.

Section 2.03. Direct Obligations. When the Reinsurer assumes by novation the Policies (i) the Reinsurer shall be the successor to the Company under the Policies as if the Policies were direct obligations originally issued by the Reinsurer and the Reinsurer shall be responsible for the performance of all Policy Liabilities due under the Policies in accordance with their terms, (ii) the Reinsurer shall be substituted in the place and stead of the Company, and each Covered Person under any such Policy shall disregard the Company as a party thereto and treat the Reinsurer as if it had been originally obligated thereunder except as otherwise provided herein, (iii) the Company shall be released of all Policy Liabilities with respect to such Policies, (iv) the Covered Persons under the Policies shall have the right to file claims arising under such Policies directly with the Reinsurer and shall have a direct right of action for indemnification, benefits and services under the Policies against the Reinsurer, and the Reinsurer hereby consents to be subject to any such direct action taken by any such Covered Person, (v) the Reinsurer shall be responsible for all matters relating to administration of the Policies after the Novation Date, including but not limited to policy changes, reinstatement standards, premium rate changes, policy renewals, agent commissions and administrative methods and procedures, (vi) any indemnity reinsurance of the Policies and related liabilities thereunder pursuant hereto by the Reinsurer shall cease and instead be replaced by such assumption by novation, and (vii) the Reinsurer shall make payment due based on the Policy Liabilities to the applicable Covered Person or provider thereof according to the policy form, and not to the Company.

Section 2.04. Indemnity Reinsurance. On the Effective Date, the Company shall cede to the Reinsurer, and the Reinsurer shall reinsure from the Company on an indemnity reinsurance basis, 100% of the Policy Liabilities under all Policies which the Reinsurer has not for any reason (including the lack of any required approval or consent of a Covered Person) assumed by novation.

Section 2.05. Policy Liabilities. The Reinsurer accepts, reinsures, and assumes the Policy Liabilities subject to any and all defenses, setoffs, and counterclaims to which the Company would be entitled with respect to the Policy Liabilities, it being expressly understood and agreed by the Parties hereto that no such defenses, setoffs, or counterclaims are or shall be waived by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, and that the Reinsurer is and shall be fully subrogated in and to all such

defenses, setoffs, and counterclaims. The Policy Liabilities ceded under this Agreement shall be subject to any changes required by law or regulation and the same rates, terms, conditions, waivers, interpretations, modifications and alterations as the Policies.

Section 2.06. No Assumption of Mutual Policyholder Obligations. Notwithstanding anything in this Agreement to the contrary, the Reinsurer is not assuming or reinsuring, and shall have no liability, obligation or responsibility with respect to any Mutual Policyholder Obligations.

### ARTICLE III ASSUMPTION CERTIFICATES

Section 3.01. Policyholder Materials. Promptly following the Closing, the Reinsurer shall prepare and deliver to every Covered Person a certificate of assumption and/or such other forms (collectively, the "Policyholder Materials") as may be required by the appropriate insurance regulatory authority in the states having jurisdiction over the Policies in order to effect the assumption and novation contemplated hereunder. All Policyholder Materials shall comply with applicable law, regulation or regulatory authority.

Section 3.02. Mailing. The Policyholder Materials shall be mailed on a date agreed upon by the Reinsurer and the Company, and, to the extent required by applicable law, shall be reviewed by and found acceptable to the appropriate regulatory authorities prior to mailing. The Company shall use its commercially reasonable best efforts to assist the Reinsurer in obtaining any required regulatory approvals of the Policyholder Materials and the transactions contemplated by this Agreement.

Section 3.03. Novation Date. The Parties shall mutually agree on the effective date of the assumption of the Policies by novation, but in no event shall such date be later than the first day of the month following approval of all assumption certificates by the applicable regulatory authorities (the "Novation Date"). The Reinsurer shall use its commercially reasonable best efforts to obtain approval of the novation by regulatory authorities as expeditiously as possible. In the event of liquidation of the Company, any Policies that for any reason were not theretofore assumed by novation will be deemed assumed by novation as of the date of the liquidation, as provided in Article XII.

### ARTICLE IV CERTAIN COVENANTS; TERMINATION

Section 4.01. Undertakings Following Execution Date. Except as contemplated by this Agreement or with the prior written consent of the Reinsurer, during the period from the Execution Date to the Transition Date, the Company shall (i) promptly and use all commercially reasonable efforts to obtain approval from the Court of this Agreement and the transactions contemplated hereby; (ii) use all commercially reasonable efforts to preserve intact and retain the Policies and its assets relating thereto; (iii) not make any change or modification to any Producer Agreement or any Policy and not issue or cancel any Policy except as provided in this Section 4.01; (iv) comply with all laws, rules and regulations applicable to the Company with regard to the Policies; (v) not, directly or indirectly, initiate discussions or engage in negotiations concerning the sale, reinsurance or assumption of the Policies; (vi) give the Reinsurer prompt

notice of any event, condition or circumstance that would constitute a material violation or breach of any representation or warranty of the Company contained in this Agreement, or cause such representation or warranty to be materially untrue as of the Closing Date (assuming such event, condition or circumstance existed on the Closing Date), or that would constitute a material violation or breach of any covenant of the Company contained in this Agreement. This Section 4.01 shall not prohibit the Company from cancelling any policy for non-payment of premium in accordance with its terms and applicable law, reinstating any lapsed Policies pursuant to provisions therein or of applicable law, or renewing any Policies to satisfy renewal rights under contractual provisions or applicable law.

Section 4.02. Non-solicitation of Policyholders. The Company covenants and agrees that for a period of five (5) years after the Effective Date, it will not, whether for its own account or for the account of any other person, firm, corporation or other business organization, solicit the issuance or sale of Medicare Supplement coverage policies to any of its current Medicare Supplement coverage policyholders (collectively, the "Policyholders") or use a list which is derived from the Company's list of all or any portion of the Policyholders to solicit such Policyholders for Medicare Supplement coverages, provide a list or otherwise identify any Policyholders to any third party or intentionally interfere with the Reinsurer's relationship with such Policyholders.

Section 4.03. Covenant Not to Disclose. Except as may otherwise be required by applicable law or pursuant to court order or other legal process, the Company covenants and agrees that it will not within five (5) years of the Effective Date reveal, divulge or make known to any person (other than the Reinsurer, or any of its respective officers, employees or representatives) or use for the Company's own account for solicitation of like Policies, the names and addresses of the Policyholders or any other confidential or proprietary records, data, trade secrets or other information relating to the Policyholders or the Policies.

Section 4.04. Termination. Notwithstanding anything to the contrary contained in this Agreement or elsewhere:

- (a) This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing Date by the mutual consent of the Parties hereto.
- (b) This Agreement may be terminated by the Company in the event that the Reinsurer breaches any material agreement or covenant of the Reinsurer in this Agreement or if any representation or warranty of the Reinsurer fails to be true in any material respect prior to the Closing Date, which breach is not cured within ten (10) days after written notice thereof.
- (c) This Agreement may be terminated by the Reinsurer in the event the Company breaches any material agreement or covenant of the Company in this Agreement or if any representation or warranty of the Company fails to be true in any material respect prior to the Closing Date, which breach is not cured within ten (10) days after written notice thereof.

- (d) This Agreement may be terminated by either Party if the Closing does not occur on or before July 31, 2011.

Any Party desiring to terminate this Agreement pursuant to Section 4.04(b), (c) or (d) shall give written notice of such termination (and the reason for such termination) to the other Party. If this Agreement terminates pursuant to Section 4.04(b) or (c), each Party shall retain such rights as it may then have for damages or other relief by reason of any breach by the other Party of such other Party's representations, warranties or covenants.

ARTICLE V  
REPRESENTATIONS AND WARRANTIES

Section 5.01. The Company. The Company hereby represents and warrants to the Reinsurer as follows as of the Execution Date and the Closing Date:

- (a) Actions and Proceedings. There are no pending actions, suits or proceedings known to the Company which could materially and adversely affect the transactions contemplated under this Agreement, except for the Company's rehabilitation proceedings pending in the Court.
- (b) Organization and Standing. The Company is duly incorporated and validly existing under the laws of the State of Michigan, but subject to the supervision of the Receiver and the Court under MCL 500.8111 et seq. At the time the Policies were originally issued, the Company was duly qualified and licensed to transact an insurance business in Michigan and all other applicable jurisdictions.
- (c) Authority. This Agreement and the transactions contemplated herein have been duly approved by all necessary action on the part of the Company and the Receiver. This Agreement, when executed and delivered by the Company and approved by the Ingham County Circuit Court, and assuming the due execution and delivery hereof by Reinsurer, will constitute the valid, legal, and binding agreement of the Company, enforceable in accordance with its terms. Neither the execution and delivery nor the consummation of the transaction contemplated herein, nor compliance with nor fulfillment of the terms and provisions of this Agreement shall: (1) constitute a default under the organizational documents of the Company, any instrument, agreement, mortgage, judgment, order, award, decree, or other restrictions to which the Company is a party or by which it is bound, or any statute or regulatory provisions affecting the Company; (2) give any party to or with rights under any such instrument, agreement, mortgage, judgment, order, award, decree, or other restrictions the right to terminate, modify or otherwise change the rights or obligations of the Company under such instrument, agreement, mortgage, judgment, order, award, decree or other restrictions; or (3) require the approval, consent or authorization of or any filing with respect or notification to any federal, state, or local court, governmental authority or regulatory body, except as contemplated in Sections 3.01, 3.02 and 6.01. To the extent applicable law requires such approval, consent, authorization or filing with respect to the transaction contemplated herein, the Company, acting through the Receiver, shall comply therewith prior to the Closing Date.

- (d) No Undisclosed Liabilities. To the best of its knowledge, the Company is not subject to any material liability (including unasserted claims) with respect to the Policies, absolute or contingent, which is not shown or which is in excess of amounts shown or reserved for in its financial statement, in the format as promulgated by the Commissioner of the Office of Financial and Insurance Regulation, dated as of June 30, 2011, other than: (1) liabilities of the same nature as those set forth in such financial statement and reasonably incurred in the ordinary course of its businesses after June 30, 2011 or as otherwise provided herein; and (2) the Company's error in previous rate filings that may have resulted in the Company charging non-approved rates in some jurisdictions, which has been disclosed to the Reinsurer. With the full knowledge and consent of the Reinsurer, the Company has communicated this information to the applicable regulatory authorities and is seeking to remedy any potential compliance issues.
- (e) Contracts. On or before ten (10) days after the Parties have executed this Agreement, the Company agrees to provide to the Reinsurer, to the best of its knowledge, true, correct and complete copies of the following: (1) a list of Producers who have an in-force Policy on the Execution Date including for each Producer their current address and phone number and the policy numbers for the Policies produced; (2) specimen copies of all policy forms relating to the Policies; and (3) all reinsurance agreements which reinsure risk under the Policies.
- (f) Commissions. To the best of its knowledge, the Company has provided the Reinsurer true, correct and complete in-force commission schedules with respect to the Policies for all of its Producers (the "Commission Schedules"). The Producers are not entitled to any compensation with respect to the Policies except as set forth in the Commission Schedules.
- (g) Policies. Set forth in Schedule 1 hereto is a list of all Policies. To the best of its knowledge, the Policies have been issued on forms filed with and approved by the respective state of issue as required by law, rule or regulation.
- (h) Brokers. Other than Cain Brothers, no broker or finder has acted directly or indirectly for the Company or the Receiver, nor has the Company or the Receiver incurred any obligation to pay any brokerage or finder's fee or other commission, in connection with the transactions contemplated by this Agreement. The Company shall solely be responsible for all fees or compensation paid and payable to Cain Brothers in connection with this transaction.
- (i) No Omissions. To the best of its knowledge, none of the representations or warranties of the Company contained herein, none of the information contained in the Exhibits and Schedules attached hereto, and none of the other information or documents furnished to Reinsurer or its representatives by the Company under or in connection with this Agreement is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect except for the fact that the Company has disclosed that it did make errors with regard to previous rate filings that may have resulted in the Company charging a non-approved rate in some

jurisdictions. This information was previously disclosed to the Reinsurer. With the full knowledge and consent of the Reinsurer, the Company has communicated this information to the applicable regulatory authorities and is seeking to remedy any potential compliance issues.

- (j) Representations and Warranties to be True on the Execution Date and the Closing Date. To the best of its knowledge, all of the representations and warranties of the Company set forth in this Agreement will be true and correct in all material respects on the Execution Date and the Closing Date except for the fact that the Company made errors in previous rate filings that may have resulted in the Company charging non-approved rates in some jurisdictions. This information was previously disclosed to the Reinsurer. With the full knowledge and consent of the Reinsurer, the Company has communicated this information to the applicable regulatory authorities and is seeking to remedy any potential compliance issues.

Section 5.02. The Reinsurer. The Reinsurer hereby represents and warrants to the Company as follows as of the Execution Date and the Closing Date:

- (a) Actions and Proceedings. There are no pending actions, suits or proceedings known to the Reinsurer which could materially and adversely affect the transactions contemplated under this Agreement, except for the Company's rehabilitation proceedings pending in the Court.
- (b) Organization and Existence. The Reinsurer is duly incorporated, validly existing, and in good standing under the corporate and insurance laws of the State of Georgia and maintains a certificate of authority to conduct the business of insurance in all jurisdictions where, to the Reinsurer's knowledge, Covered Persons policies were issued.
- (c) Authority. This Agreement and the transactions contemplated herein have been duly approved by all necessary action on the part of the Reinsurer. This Agreement, when executed and delivered by the Reinsurer, and assuming the due execution and delivery hereof by the Company, will constitute the valid, legal, and binding agreement of the Reinsurer, enforceable in accordance with its terms. Neither the execution and delivery nor the consummation of the transaction contemplated herein, nor compliance with nor fulfillment of the terms and provisions of this Agreement shall: (1) constitute a default under the organizational documents of the Reinsurer, any instrument, agreement, mortgage, judgment, order, award, decree, or other restrictions to which the Reinsurer is a party or by which it is bound, or any statute or regulatory provisions affecting the Reinsurer; (2) give any party to or with rights under any such instrument, agreement, mortgage, judgment, order, award, decree, or other restrictions the right to terminate, modify or otherwise change the rights or obligations of the Reinsurer under such instrument, agreement, mortgage, judgment, order, award, decree or other restrictions; or (3) require the approval, consent or authorization of or any filing with respect or notification to any federal, state, or local court, governmental authority or regulatory body, except as contemplated in Sections

3.01, 3.02 and 6.01. To the extent applicable law requires such approval, consent, authorization or filing with respect to the assumption reinsurance hereunder, the Reinsurer shall comply therewith prior to the Closing Date.

- (d) Brokers. Other than Fletcher Financial, no broker or finder has acted directly or indirectly for the Reinsurer, nor has the Reinsurer incurred any obligation to pay any brokerage or finder's fee or other commission, in connection with the transactions contemplated by this Agreement. The Reinsurer shall solely be responsible for all fees or compensation paid and payable to Fletcher Financial in connection with this transaction.
- (e) No Omissions. To the Reinsurer's knowledge none of the representations or warranties of the Reinsurer contained herein is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect.
- (f) Representations and Warranties to be True on the Execution Date and the Closing Date. To the best of its knowledge, all of the representations and warranties of the Reinsurer set forth in this Agreement will be true and correct in all material respects on the Execution Date and the Closing Date.

#### ARTICLE VI CLOSING

Section 6.01. Conditions to Closing; Closing Date. The transfer, assignment, assumption and reinsurance of the Policies, and the other transactions contemplated pursuant hereto are expressly contingent upon and subject to the following conditions: (a) written approval by the Court, which has jurisdiction over the rehabilitation proceedings involving the Company; of the Company's entry into this Agreement and the transactions contemplated hereby; (b) obtaining any and all such other approvals and consents as may be required by applicable law, regulation, or regulatory authority; and (c) the Reinsurer's satisfaction with the resolution of the Company's errors in previous rate filings that may have resulted in the Company charging non-approved rates in some jurisdictions. No provision in this Agreement shall be deemed to require any party hereto to take any action prohibited by applicable law, regulation, or regulatory authority. The form of any application for any such approvals or consents as may be required by applicable law, regulation, or regulatory authority shall be approved by the Company and the Reinsurer prior to the filing of such application. The Closing shall occur at such location, time and date (the "Closing Date") as is mutually agreed by the Parties and shall occur as soon as possible, but in no event more than thirty (30) days, following the satisfaction of the conditions contained herein and any applicable waiting periods.

Section 6.02. Closing. On the Closing Date, (a) the Company shall (i) if the Settlement Amount is positive, transfer such amount to the Reinsurer by wire transfer of immediately available funds into an account as directed by the Reinsurer, and (ii) execute and deliver to the Reinsurer a general bill of sale substantially in the form attached hereto as Exhibit B, transferring to the Reinsurer good and indefeasible title to the Policies; and (b) the Reinsurer shall (i) if the Settlement Amount is negative, transfer the absolute value of such amount to the Company by wire transfer of immediately available funds into an account as directed by the

Company; and (ii) reinsure and assume, pursuant to the terms hereof, the Policies. The Reinsurer or Company, as the case may be, shall provide the other Party with wire transfer instructions and bank routing numbers for the payment of the Settlement Amount at least forty-eight (48) hours prior to the Closing Date.

Section 6.03. Post-Closing Settlement. An amount equal to the reserves for claims incurred as of June 30, 2011 under the Policies will be held by the Reinsurer. Six months after the Effective Date these reserves will be recalculated by the Parties. Reinsurer shall prepare a draft of the calculation and provide it to Company within two hundred (200) days after the Effective Date. If the Company has any objections to the true-up calculation it shall deliver its objections to the Reinsurer within 20 days after receiving it. The Parties shall then use reasonable efforts to resolve any objections themselves. If the Parties do not obtain a final resolution within fifteen (15) days after Reinsurer has received the statement of objections, the Parties shall select an actuarial firm mutually acceptable to them to resolve any remaining objections. If the Parties are unable to agree on the choice of an actuarial firm, the Parties shall draw lots and the winning Party will select a nationally-recognized actuarial firm (after excluding their respective regular actuarial consulting firms). The determination made by the actuarial firm so selected shall be set forth in writing and shall be conclusive and binding upon the Parties. The Reinsurer and Company shall equally share responsibility for the fees and expenses of the actuarial firm. Once the reserve calculation is finalized, whether by mutual agreement of the Parties or by an actuarial firm, if the reserve is insufficient, the Company will pay the Reinsurer the additional amount needed. If the reserve is more than required, the Reinsurer will pay the Company the excess. Thereafter, no further amounts shall be paid by the Company should the amount of the reserve later be determined to be insufficient; and no further amounts shall be paid to the Company should the amount of the reserve later be determined to be in excess of that required.

## ARTICLE VII UNDERTAKINGS OF THE REINSURER FOLLOWING CLOSING

Section 7.01. Premium Payments. Except as otherwise provided herein, upon and after the Effective Date, (i) all premium payments under the Policies shall inure to the Reinsurer, and (ii) any premium payment received by the Company, to the extent such premium payment covers periods on and after the Effective Date, shall be remitted to the Reinsurer.

Section 7.02. Producer Payments. The Company shall be liable for all Producer Payments due in respect of premiums earned under the Policies prior to the Effective Date. The Company shall remain liable for and make payment of Producer Payments on premiums received under the Policies on and after the Effective Date until the Novation Date, but shall be reimbursed by Reinsurer as provided in Section 8.07. Effective as of the Novation Date, the Company shall no longer be responsible for Producer Payments on premiums earned under the Policies after the Novation Date.

Section 7.03. Premium Taxes. The Company shall be liable for all premium taxes on premiums received in connection with the Policies prior to the Effective Date. The Company shall remain liable for and make payment of premium taxes on premiums received under the Policies on and after the Effective Date until the Novation Date, but shall be reimbursed by the Reinsurer for premium taxes as provided in Section 8.07.

Section 7.04. Guaranty Fund Assessments. In the event the Company is required to pay an assessment in respect of the Policies to any insurance guaranty, insolvency or other similar fund maintained by any jurisdiction and such assessment is based on premiums collected or policies in force in any period after the Effective Date, the portion, if any, of such assessment that relates to premiums collected on the Policies after the Effective Date and paid over to the Reinsurer shall be reimbursed as provided in Section 8.07.

## ARTICLE VIII UNDERTAKINGS FOLLOWING CLOSING

Section 8.01. Policy Administration. During the Transition Period, the Company shall provide Transition Services in connection with the Policies in accordance herewith, and in a manner consistent with the administration of the Policies prior to the Closing Date, and the Reinsurer shall pay the Company the Interim Expense Fee provided for hereunder for such Transition Services.

Section 8.02. Cooperation. The Company agrees to provide all reasonable assistance to the Reinsurer in transferring the obligation to provide Transition Services in connection with the Policies, including without limitation responding to questions from the Reinsurer in the conversion of computer records and files to the systems of the Reinsurer. The Company also agrees to provide all reasonable assistance to the Reinsurer in seeking premium rate increases for the Policies from the appropriate regulatory authorities. The Company also agrees to provide copies of the Policy Information and Materials and all other records and data necessary for Reinsurer to provide Transition Services.

Section 8.03. Forwarding of Claims and Inquiries. After the Closing Date, the Company shall keep the Reinsurer reasonably informed of all inquiries involving the Policies, including, without limitation, inquiries regarding additional premiums, claims payment or policy provisions, limitations or exclusions. After the Closing Date, the Company shall within three (3) Business Days following receipt thereof, notify the Reinsurer of any written or oral complaint to or from any official of a state insurance department, any federal or state regulatory authority or any other person or entity, and any complaint threatening litigation in connection with any of the Policies.

Section 8.04. Administration of the Policies. The Company agrees to render Transition Services with respect to the Policies, as described herein, from the Effective Date to the Transition Date, in an accurate, timely, competent and professional manner, in conformance with the terms of this Agreement, the Policies and applicable law.

Section 8.05. Description of the Transition Services. The Transition Services shall consist of the following:

- (a) Billing and collection of premiums due under the Policies and, to the extent require by law, the return of unearned premiums.
- (b) Preparation of such reports for the Reinsurer as may reasonably be required to calculate premium taxes due under the Policies.

- (c) Maintenance of applications, policyholder, premium and other necessary records, including all computer records, so as to enable the Reinsurer to determine, at any time, the true and accurate status of the insurance in force under the Policies.
- (d) The making available of all records relating to the Policies for audit by the Reinsurer upon reasonable notice and during regular business hours. Such records shall include, but not be limited to, policyholder records, in-force listings, premium records, claim forms, itemized billings and eligibility documentation.
- (e) The giving of required notices to Policyholders of any cancellation, non-renewal or lapse in coverage under the Policies.
- (f) With respect to that portion of the Transition Period occurring after the Closing Date, the giving of notice to the Reinsurer of any consumer complaint which threatens legal action and the forwarding to the Reinsurer of all written consumer complaints within three (3) Business Days after receipt thereof, as well as all pertinent files and correspondence relating thereto.
- (g) The provision of those standard supplies needed for the administration of the Policies.
- (h) Processing of policy changes requested by policyholders including, but not limited to name changes, address changes, beneficiary changes, reinstatements, assignments and the like.
- (i) Processing of reports of transactions under the Policies from time to time as reasonably requested by the Reinsurer.
- (j) Calculation of reserves on the Policies on not less than a calendar quarter basis, and otherwise as may reasonably be required by the Reinsurer from time to time in order to comply with the Reinsurer's financial reporting requirements and obligations.
- (k) Reporting of such information with respect to the Policies as the Reinsurer may reasonably require from time to time for statutory filing and reporting purposes.
- (l) Policy administration, customer service, and recordkeeping, including the distribution to each Policyholder, as frequently as required to be in compliance with state and federal requirements, Privacy and HIPAA Notice(s) in accordance with the law. The parties agree to enter a Privacy Agreement in substantially the same form as set forth in Exhibit A, as amended from time to time to correspond with changes in HIPAA privacy regulations, for the period, if any, during which the Company provides Transition Services for the Reinsurer following the Novation Date.
- (m) Communication with the policyholders of the Policies.
- (n) The administration and processing of claims under the Policies, including the following:
  - (i) Allowable claims arising under the terms of the Policies shall be paid accurately in accordance with the terms of the Policy and state law..

- (ii) In the event of non-payment of a claim on account of incomplete or insufficient data, receipt of the claim shall be confirmed with, and the reason for nonpayment shall be communicated to, the claimant as required by applicable state law.
- (iii) If the Company determines that a claim under a Policy requires investigation or should be denied, or if suit is brought with respect to a claim, the Company will provide written notice to the Reinsurer as soon as practicable, but in no event more than ten (10) days after the Company receives notice of such litigation, and, if the Reinsurer receives a notice of litigation, it will provide written notice to the Company within same time period as above. The Reinsurer and the Company shall consult regarding the disposition of the claim. In the event of disagreement, the Reinsurer shall have final authority over the disposition of the claim; provided, however, that the Reinsurer shall indemnify and defend the Company (pursuant to Article XI) for any loss resulting from disposition of the claim in accordance with the Reinsurer's instructions.
- (iv) Conform to the reasonable requirements set by the Reinsurer for monthly submission of claims reports.
- (v) Perform such other claim services as the Reinsurer may reasonably require in connection with the maintenance of the Policies.
- (o) Payments to Producers pursuant to this Agreement.
- (p) Such other administrative services as the Reinsurer may reasonably require from time to time in connection with the maintenance, support and administration of the Policies.

Section 8.06. Compensation. In consideration of the Company's performance of the Transition Services, the Reinsurer shall pay the Company an Interim Expense Fee equal to 9% of Earned Premiums on the Policies for the coverage provided during the Transition Period.

Section 8.07. Premium Payments. During the Transition Period, the Company shall remit to the Reinsurer, in accordance with Section 9.01 and 9.02 of this Agreement, the Net Proceeds of transactions under the Policies. For purposes of this Section 8.07, "Net Proceeds" means (a) Earned Premiums, less (b) benefits paid, less (c) a provision for Producer Payments equal to 3% of Earned Premiums, less (d) a provision for premium taxes and guaranty fund assessments equal to 1.6% of Earned Premiums, minus (e) any Interim Expense Fee amount then due and owing to the Company for Transition Services rendered under this Article VIII.

Section 8.08. Books and Records. During the Transition Period, the Company will maintain true and accurate books and records with respect to the Policies and the Transition Services provided under this Article VIII, including such books and records as may be required by law. The Company's books and records in respect of the Policies and the Transition Services provided under this Article VIII shall be available for inspection and copying by the Reinsurer upon reasonable notice. The Company shall transfer at its own risk and expense all policy files, books and records in its possession to the Reinsurer on the Transition Date.

Section 8.09. Termination of Transition Services. The Company's obligation to provide Transition Services shall continue until:

- (a) December 31, 2011, unless the Parties mutually agree to a later date;
- (b) the date that there are no further Transition Services to be rendered because the Transition Date has occurred with respect to all of the Policies;
- (c) at such time the Reinsurer, in its sole and absolute discretion, transfers the administration of all the Policies, upon at least ten (10) days written notice to the Company, to another party; or
- (d) when none of the Policies remain in force.

Section 8.10. Upon and after the Transition Date, the Reinsurer shall provide administration, processing and payment of claims under Policies that were incurred prior to the Effective Date (Run-off Claims).

#### ARTICLE IX ACCOUNTING FOR POLICIES

Section 9.01. Accounting Reports. Subsequent to the Closing Date until the Transition Date, within twenty (20) Business Days after the close of each month, the Company shall provide the Reinsurer with reports of activities under this Agreement with respect to the Policies for the preceding month showing any amounts due the Company or the Reinsurer, as the case may be, as reimbursement for paid claims, premiums or other amounts due with respect to the Policies and any information required by the Statement of Statutory Accounting Principles, as amended, of the National Association of Insurance Commissioners. The Company shall provide to the Reinsurer its monthly financial statement.

Section 9.02. Settlements. Within ten (10) Business Days after delivery of each monthly report, the Reinsurer and the Company shall settle on an estimated basis, all amounts then due under this Agreement for that month. The Reinsurer and the Company shall make a final settlement of all amounts due for each calendar year within twenty (20) Business Days after the delivery of the financial statement referred to in Section 9.01 hereof.

Section 9.03. Net Payment Basis. Amounts payable under this Agreement by the Parties shall be settled against each other, dollar for dollar, and only a net payment shall be due.

Section 9.04. Late Payments. Should any payment due any Party be received by such Party more than thirty (30) days after the due date for such payment under this Agreement, interest shall accrue from the date on which such payment was due (taking into account the provisions of 9.05 hereof) until payment is received by the Party entitled thereto, at the rate of five percent (5.00%) per annum or the most allowed by law, whichever is less.

Section 9.05. Wire Transfer of Funds. All settlements in accordance with this Agreement shall be made by wire transfer of immediately available funds on the due date, or if such day is not a Business Day, on the next day which is a Business Day. Payment may be made

by check payable in immediately available funds in the event the party entitled to receive payment has failed to provide wire transfer instructions.

Section 9.06. Reports to Regulatory Authorities. From the Effective Date to the Novation Date, the Reinsurer and the Company shall promptly furnish the other with copies of any and all filings with, and reports or communications received from, any regulatory authority which relates directly and materially to the Policies, including, without limitation the following: (1) the Company shall provide the Reinsurer with a copy of its monthly financial statement; and (2) the Reinsurer shall provide the Company with a copy of its Quarterly and Annual Statement.

## ARTICLE X POLICY ADMINISTRATION; REPORTING

Section 10.01. Communications Relating to the Policies. On and after the Effective Date, the Company shall forward promptly to the Reinsurer copies of all notices and other written communications it receives relating to the Policies (including all inquiries or complaints from regulatory authorities, agents, brokers and Covered Persons and all notices of claims, suits and actions for which it receives service of process). The Company shall be entitled to retain copies of all such materials.

Section 10.02. Complaint Handling Procedure. From the Closing Date to the Transition Date, the Parties shall cooperate with each other in providing information necessary to respond to any inquiries and complaints concerning the Policies arising or relating to any period of time before or after the Effective Date ("Complaints") in conformance with the terms of the applicable Policies. The Parties shall cooperate with each other in providing information necessary to respond to any Complaints concerning the Policies. Copies of all inquiries and complaints concerning the Policies received by the Company shall be promptly forwarded by email, facsimile or overnight mail to a contact person designated by the Reinsurer. The Company, after consultation with the Reinsurer shall answer all inquiries and complaints received by it concerning the Policies prior to the Novation Date and the Reinsurer shall answer all inquiries and complaints concerning the Policies on and after the Novation Date. Upon answering any inquiries or complaints, the Company shall furnish the Reinsurer with a copy of the complaint file. The Reinsurer shall be solely responsible for maintaining any complaint files, complaint registers or other reports of any kind, which are required to be maintained under applicable law.

Section 10.03. Filings. The Company shall handle all compliance and regulatory matters relating to the administration of the Policies from and after the Effective Date until the Transition Date, including monitoring changes in applicable law, filing and refiling forms and rates, and preparing and filing all reports and other filings required by applicable law.

Section 10.04. Inspection. Each Party and its respective authorized representatives shall have the right, upon prior written notice, at reasonable times during normal business hours, to inspect and review all books, records, accounts, reports, tax returns, files and information of the other party hereto reasonably relating to this Agreement. The Parties shall keep all non-public information received from the other party strictly confidential, and unless otherwise required by applicable law or regulatory authority, shall not disclose any of the same without

obtaining the prior approval of the party providing the information. The rights of the Parties under this Section 10.04 shall survive termination of this Agreement.

## ARTICLE XI INDEMNIFICATION

Section 11.01. Indemnification by the Reinsurer. The Reinsurer shall indemnify, defend and hold the Company harmless from and against (i) all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees and expenses) that are based upon or arise out of any breach of or failure to perform any of the obligations, representations, warranties or covenants of the Reinsurer provided for in this Agreement and (ii) all Policy Liabilities.

Section 11.02. Indemnification by the Company. The Company shall indemnify, defend and hold the Reinsurer harmless from and against all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees and expenses) that are based upon or arise out of (i) any breach of or failure to perform any of the obligations, representations, warranties or covenants of the Company provided for in this Agreement, (ii) any act, error or omission by the Company prior to the Effective Date including but not limited to the Company's error in previous rate filings which may have resulted in the Company's charging of unauthorized or improper rates, (iii) any liability or obligation that would be a Policy Liability but for it being incurred on or before the Effective Date, except for claims paid after the true-up of June 30, 2011 claim reserves as provided in Section 6.03 or (iv) the Company's errors in previous rate filings that may have resulted in the Company charging non-approved rates in some jurisdictions.

Section 11.03. Indemnification Procedures.

- (a) Reasonably promptly after receipt by an indemnified Party of notice of any demand, claim or circumstances which would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation that the indemnified Party in good faith believes may result in an indemnification obligation on the part of an indemnifying Party under the terms of this Article XII (an "Asserted Liability"), the indemnified Party shall give notice thereof (the "Claims Notice") to the indemnifying Party.
- (b) The indemnifying Party shall defend, at its own expense and by its own counsel, any such Asserted Liability involving a third party claim or investigation; provided, however, that the indemnifying Party may not compromise or settle any Asserted Liability without the consent of the indemnified Party, which consent shall not be unreasonably withheld, unless such compromise or settlement (i) requires no more than a monetary payment for which the indemnified Party is hereunder fully indemnified or involves other matters not binding upon the indemnified Party and (ii) fully releases the indemnified Party from any and all losses related to the Asserted Liability. If immediate action is necessary to defend the indemnified Party against an Asserted Liability, and the indemnifying Party has been informed of the need for immediate action but does not undertake such defense, the indemnified Party may defend such new Asserted Liability until such time as the indemnifying Party acts to defend the indemnified Party or until the

indemnifying Party informs the indemnified Party that the indemnifying Party has assumed responsibility for such defense. Such defense by the indemnified Party shall be at the expense of the indemnifying Party. In informing one another concerning a new Asserted Liability that requires such immediate action, the Parties may use any means of communication that is clearly likely to provide notice. If the indemnified Party has not informed the indemnifying Party of the need for immediate action, the cost of such action will be borne by the indemnified Party until such time as the indemnifying Party is notified; likewise, if the indemnifying Party has assumed the defense of the indemnified Party and notified the indemnified Party of same, any further action by the indemnified Party thereafter will be at the indemnified Party's expense.

## ARTICLE XII INSOLVENCY

Section 12.01. Cut Through. In the event the Court adjudicates the Company to be insolvent and places the Company into liquidation, (i) the Reinsurer shall be the successor to the Company under any Policies that have not been assumed by the Reinsurer by Novation and have all rights and obligations of the Company as if such Policies were direct obligations originally issued by the Reinsurer and the Reinsurer shall be responsible for the performance of all Policy Liabilities due under such Policies in accordance with their terms, (ii) the Reinsurer shall be substituted in the place and stead of the Company, and each Covered Person under any such Policy shall disregard the Company as a party thereto and treat the Reinsurer as if it had been originally obligated thereunder except as otherwise provided herein, (iii) the Company shall be released of all Policy Liabilities with respect to such Policies, (iv) the Covered Persons under such Policies shall have the right to file claims arising under such Policies directly with the Reinsurer and shall have a direct right of action for indemnification, benefits and services under such Policies against the Reinsurer, and the Reinsurer hereby consents to be subject to any such direct action taken by any such Covered Person, (v) the Reinsurer shall be responsible for all matters relating to administration of such Policies after the Company is placed into liquidation, including but not limited to policy changes, reinstatement standards, premium rate changes, policy renewals, agent commissions and administrative methods and procedures, (vi) any indemnity reinsurance of such Policies and related liabilities thereunder by the Reinsurer shall cease (and Reinsurer shall be relieved of any liability to make payment directly to the Company or any successor of the Company) and instead be replaced by such assumption of such Policies, and (vii) the Reinsurer shall make payment based upon the Policy Liabilities to the Covered Person or provider thereof according to the policy form, and not to the Company. Upon such assumption of the Policies, all of the Company's obligations under such Policies, including those of any conservator, liquidator, or statutory successor of the Company, shall be fully and completely discharged. As to all Policies novated pursuant to this subsection, all premium payments under the Policies shall be the sole property of the Reinsurer. The Reinsurer shall be authorized to endorse for payment all checks, drafts and money orders payable to the Company with respect to premiums payable on the Policies and the Company hereby assigns all of its rights and privileges, to the extent permitted by law, to draft or debit the accounts of any Covered Person for premiums due under the Policies pursuant to existing pre-authorized bank draft or electronic fund transfer arrangements between the Company and such Covered Persons.

ARTICLE XIII  
SET OFF

The Company and the Reinsurer may offset any balance or amount due from one party to the other under this Agreement, or any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or ceding company. This provision shall not be affected by the insolvency of either party to this Agreement.

ARTICLE XIV  
MISCELLANEOUS

Section 14.01. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered by hand, certified or registered mail (postage prepaid and return receipt requested), by a nationally recognized overnight courier service (appropriately marked for overnight delivery), or by facsimile (with request for immediate confirmation of receipt in a manner customary for communications of such respective type). Notices shall be effective as described below, and shall be addressed as follows:

If to the Company:

James Gerber, Deputy Rehabilitator  
American Community Mutual Insurance Company  
39201 Seven Mile Road  
Livonia, MI 48152  
Facsimile: 734-853-3132

If to the Reinsurer:

Bankers Fidelity Life Insurance Company  
4370 Peachtree Road  
Atlanta, GA 30319  
Eugene Choate, President  
Facsimile: 404-266-5699

All notices and other communications required or permitted under the terms of this Agreement that are addressed as provided in this Section shall (i) if delivered personally or by overnight express, be deemed given upon delivery; (ii) if delivered by facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered or certified mail, be deemed given when received. Any party from time to time may change its address for notice purposes by giving a similar notice specifying a new address, but no such notice shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

Section 14.02. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) contain the entire agreement and understanding between the Parties with

respect to the transactions contemplated hereby, and supersedes all prior agreements and understandings, written or oral, with respect thereto.

Section 14.03. Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of the Parties hereto shall pay its own costs and expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.

Section 14.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. The exchange of signature pages by facsimile, PDF or other electronic means shall be effective for execution and delivery of this Agreement and for all purposes.

Section 14.05. No Third Party Beneficiary. Except as otherwise specifically provided in this Agreement, nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions contained herein, and Reinsurer shall not be directly liable hereunder to any Covered Person under any Policy until such policy has been assumed by the Reinsurer by novation (including pursuant to Article XII in the event of the Company's liquidation).

Section 14.06. Amendment. This Agreement may only be amended or modified by a written instrument executed on behalf of the Parties and any such amendment shall be subject to receipt of any and all consents, approvals, permits and authorizations required to be obtained from any insurance regulatory authority or the Court.

Section 14.07. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by either of the Parties without the prior written consent of the other Party, and any such assignment that is attempted without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

Section 14.08. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

Section 14.09. Duty of Cooperation. Each Party hereto shall cooperate fully with the other Party hereto in all reasonable respects in order to accomplish the objectives of this Agreement.

Section 14.10. Governing Law; Dispute Resolution; Damages; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The sole forum to resolve any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be the Ingham County Circuit Court.

ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM BROUGHT BY ANY OF THE PARTIES HERETO ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT.

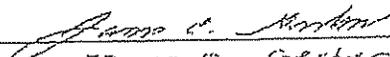
Section 14.11. Waiver. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach or nonfulfillment on a future occasion. All remedies, either under the terms of this Agreement, or by law or otherwise afforded, shall be cumulative and not alternative, except as otherwise provided by law.

Section 14.12. Errors and Omissions. Inadvertent delays, errors or omissions that occur or are made in connection with the transactions contemplated by this Agreement shall not relieve any Party from any liability that would have attached had such delay, error or omission not occurred, provided that such error or omission is rectified by the Party making such error or omission as soon as possible after discovery thereof and such error or omission does not prejudice any other Party.

Section 14.13. Interpretation. For purposes of this Agreement, the terms "hereof", "herein", "hereto", "hereunder", and derivative or similar words refer to this Agreement (including the Exhibits and Schedules hereto) as a whole unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement.

IN WITNESS WHEREOF, the Company and the Reinsurer have each executed this Agreement as of the date first written above.

AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY in Rehabilitation

By:   
Name: JAMES G. GEIBER  
Title: Deputy Rehabilitator

BANKERS FIDELITY LIFE INSURANCE  
COMPANY

By:   
Name: EUGENE CHOATE  
Title: PRESIDENT

PHILADELPHIA\59030764 099995.000

EXHIBIT A  
PRIVACY AGREEMENT

Privacy Agreement

This Privacy Agreement ("Agreement"), effective July 1, 2011 ("Effective Date"), is entered into by and between American Community Mutual Insurance Company hereinafter referred to as ("Business Associate") and Bankers Fidelity Life Insurance Company hereinafter referred to as ("BFLIC"). Collectively BFLIC and Business Associate shall be known as the "Parties".

WHEREAS, the Parties have a business relationship in which the Business Associate will use and/or disclose Protected Health Information ("PHI") in its performance of certain services arising from that relationship ("Services");

WHEREAS, both Parties are committed to complying with all laws that regulate the use and disclosure of PHI, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state laws;

WHEREAS, both Parties agree that this Agreement shall amend any type of service agreement or other type of contractual relationship between the Parties to which this Agreement is attached ("Business Contract");

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on behalf of BFLIC will be handled between the Business Associate and BFLIC and with third parties during the term of their Agreement and after its termination.

NOW, THEREFORE, the Parties agree as follows:

**1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

1.1 Services. Business Associate provides certain Services that involve the use and/or disclosure of PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Business Contract. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only,

- (i) to its employees, subcontractors and agents, in accordance with Section 2.1(e),
- (ii) as directed by BFLIC, or
- (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 below.

1.2 Business Activities of the Business Associate. Except as otherwise limited in this Agreement:

- (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required or permitted by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required or permitted by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

1.3 Additional Activities of Business Associate. In addition to using the PHI to perform the Services set forth in Section 1.1 of this Agreement, Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that BFLIC maintains the documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

**2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

- (a) not use or further disclose PHI other than as permitted or required by this Agreement or as required or permitted by law.
- (b) to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) to mitigate, to the extent practicable, any harmful affect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) to report to the designated Privacy Officer of BFLIC, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware within

five (5) days of the Business Associate's discovery of such unauthorized use and/or disclosure.

- (e) to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of BFLIC agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) to provide access, at the request of BFLIC and in the time and manner designated by BFLIC, to PHI in a Designated Record Set to BFLIC in order to meet the requirements under 45 CFR § 164.524.
- (g) to make any amendment(s) to PHI in a Designated Record Set that BFLIC directs or agrees to pursuant to 45 CFR § 164.526 at the request of BFLIC or an Individual, and in the time and manner designated by BFLIC.
- (h) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of BFLIC available to the Secretary of the Department of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining BFLIC's compliance with the Privacy Rule.
- (i) to document such disclosures of PHI and information related to such disclosures as would be required for BFLIC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- (j) upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to BFLIC for purposes of enabling BFLIC to determine the Business Associate's compliance with the terms of this Agreement.
- (k) to disclose to its subcontractors, agents or other third parties, and request from BFLIC, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

2.2 Responsibilities of BFLIC. With regard to the use and/or disclosure of PHI by the Business Associate, BFLIC hereby agrees:

- (a) to inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that BFLIC provides to

individuals pursuant to 45 C.F.R. §164.520, and provide the Business Associate a copy of the Notice currently in use.

- (b) To provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) to inform the Business Associate of any opt-outs exercised by any individual from marketing activities of BFLIC pursuant to 45 C.F.R. § 164.514(e).
- (d) to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of BFLIC under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by BFLIC.
- (e) that Business Associate may make any use and/or disclosure of PHI permitted under 45 C.F.R. § 164.512 except uses or disclosure for research are not permitted without prior approval by BFLIC.

### **3. TERMS AND TERMINATION**

- 3.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 3. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination.
- 3.2 Termination by BFLIC. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), BFLIC may immediately terminate this Agreement and the Business Contract, and any related agreements, if BFLIC makes the determination that the Business Associate has breached a material term of this Agreement and Business Associate either fails to cure the breach or a cure is not possible. BFLIC shall: (i) provide the Business Associate with written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within five (5) days of receipt of the written notice, Business Associate must cure said breach to the satisfaction of BFLIC within thirty (30) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and the Business Contract.

- 3.3 Effect of Termination. Upon the event of termination pursuant to this Section 3, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(l) if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, the Business Associate will notify BFLIC in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to BFLIC and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

#### 4. MISCELLANEOUS

- 4.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.105, as the Business Associate for purposes of this Agreement.
- 4.2 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 4.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for BFLIC to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191 and any other applicable law.
- 4.4 Survival. The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.

- 4.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits BFLIC to comply with the Privacy Rule and the Security Rule.
- 4.6 Security Rule. The "Security Rule" means the Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C. Commencing on the effective date of the Security Rule, any PHI that is transmitted via electronic media or maintained in electronic media by Business Associate will be protected under standards and specifications no less stringent than those described in the Security Rule. In accordance with the Security Rule, the Business Associate will: (i) implement administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of BFLIC (ii) ensure that any agent (including a subcontractor) to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; (iii) report to BFLIC any security incident of which it becomes aware; and (iv) authorize termination of any Business Contract by BFLIC if it determines that the Business Associate violated a material term of this Agreement.

## 5. DEFINITIONS.

**ALL CAPITALIZED TERMS USED IN THIS AGREEMENT AND NOT OTHERWISE DEFINED HEREIN, SHALL HAVE THE SAME MEANING AS SET FORTH UNDER THE PRIVACY RULE AND THE SECURITY RULE.**

- 5.1 Designated Record Set. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 5.2 Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 5.3 Privacy Officer. "Privacy Officer" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 5.4 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 5.5 Protected Health Information. "PHI" shall have the meaning as set out in its definition at 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised, limited to the PHI created or received by Business Associate from or on behalf of BFLIC.

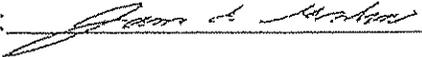
5.6 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

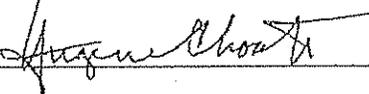
5.7 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY

BANKERS FIDELITY LIFE  
INSURANCE COMPANY

By: 

By: 

Print Name: JAMES C. GEMBER

Print Name: EUGENE CHOATE

Print Title: Deputy Rehabilitation

Print Title: PRESIDENT

Date: 7/14/2011

Date: 7/18/2011

EXHIBIT B  
BILL OF SALE

**FUNDS TO AMERICAN COMMUNITY MUTUAL:**

Purchase Price of Block	\$900,000.00
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**FUNDS TO BANKERS FIDELITY:**

Active Life Reserve as of Effective Date	\$344,234.99
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Unearned Premium Reserve as of Effective Date	\$304,145.51
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Advance Premium Reserve as of Effective Date	\$104,917.84
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Claim Reserve (including IBNR) as of Effective Date	\$298,990.00
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TOTAL RESERVES as of 7/1/11	\$1,052,288.34
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<b>NET AMOUNT TO BE PAID TO BANKERS FIDELITY:</b>	<b>\$152,288.34</b>
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SCHEDULE 1  
LIST OF POLICIES

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
AZ	MSUPCNV		149	[REDACTED]	A	6/25/1993	7/1/1993	[REDACTED]	[REDACTED]
AZ	MSUPCNV		149	[REDACTED]	A	3/31/1994	5/1/1993	[REDACTED]	[REDACTED]
AZ	MSUP1		140	[REDACTED]	A	8/28/1984	9/2/1984	[REDACTED]	[REDACTED]
AZ	MSUP1		140	[REDACTED]	A	3/11/1986	3/6/1986	[REDACTED]	[REDACTED]
AZ	MSUP1		140	[REDACTED]	A	3/26/1990	2/1/1990	[REDACTED]	[REDACTED]
AZ	MSUP1		141	[REDACTED]	A	10/10/1990	9/6/1990	[REDACTED]	[REDACTED]
AZ	MSUP3		146	[REDACTED]	A	10/10/1991	10/1/1991	[REDACTED]	[REDACTED]
CO	MSUP1		141	[REDACTED]	A	8/31/1990	10/1/1990	[REDACTED]	[REDACTED]
CO	MSUP3		145	[REDACTED]	A	2/13/1991	1/4/1991	[REDACTED]	[REDACTED]
CO	MSUP3		145	[REDACTED]	A	7/30/1991	7/1/1991	[REDACTED]	[REDACTED]
CO	MSUP3		146	[REDACTED]	A	10/28/1991	11/1/1991	[REDACTED]	[REDACTED]
CO	MSUP3		145	[REDACTED]	A	10/29/1991	11/1/1991	[REDACTED]	[REDACTED]
CO	MSUP3		145	[REDACTED]	A	11/2/1992	6/1/1990	[REDACTED]	[REDACTED]
IL	MSUPCNV		149	[REDACTED]	A	8/14/1995	5/1/1995	[REDACTED]	[REDACTED]
IL	MSUP1		140	[REDACTED]	A	00/00/0000	8/27/1982	[REDACTED]	[REDACTED]
IL	MSUP1		141	[REDACTED]	A	3/25/1988	3/1/1988	[REDACTED]	[REDACTED]
IL	MSUP1		140	[REDACTED]	A	4/4/1990	4/1/1990	[REDACTED]	[REDACTED]
IL	MSUP1		140	[REDACTED]	A	4/17/1990	4/1/1990	[REDACTED]	[REDACTED]
IL	MSUP1		140	[REDACTED]	A	4/17/1990	5/1/1990	[REDACTED]	[REDACTED]
IL	MSUP1		141	[REDACTED]	A	7/17/1990	7/1/1990	[REDACTED]	[REDACTED]
IL	MSUP1		140	[REDACTED]	A	1/26/1995	3/26/1983	[REDACTED]	[REDACTED]
IL	MSUP3		145	[REDACTED]	A	7/17/1991	7/18/1991	[REDACTED]	[REDACTED]
IL	MSUP3		145	[REDACTED]	A	11/12/1991	12/1/1991	[REDACTED]	[REDACTED]
IL	MSUP3		145	[REDACTED]	A	11/21/1991	12/1/1991	[REDACTED]	[REDACTED]
IN	MSUPCNV		149	[REDACTED]	A	7/29/1994	4/12/1994	[REDACTED]	[REDACTED]
IN	MSUPCNV		149	[REDACTED]	A	10/15/1994	7/1/1994	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	2/18/1984	3/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	4/16/1984	4/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		140	[REDACTED]	A	5/24/1984	5/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	L	8/21/1984	8/9/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	8/21/1984	8/6/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	11/14/1984	11/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	11/20/1984	12/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	12/4/1984	11/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	12/4/1984	12/1/1984	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	3/22/1985	3/2/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	6/5/1985	6/16/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/2/1985	7/1/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/19/1985	7/1/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	10/16/1985	10/19/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	12/13/1985	12/9/1985	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	1/13/1986	1/1/1986	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	2/19/1986	2/6/1986	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	3/21/1986	3/15/1986	[REDACTED]	[REDACTED]
IN	MSUP1		140	[REDACTED]	A	5/28/1986	7/1/1986	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/29/1986	8/26/1986	[REDACTED]	[REDACTED]
IN	MSUP1		141	[REDACTED]	A	9/9/1986	9/18/1986	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
IN	MSUP1		141	[REDACTED]	A	10/10/1986	10/31/1986		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	12/2/1986	11/27/1986		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	12/22/1986	12/12/1986		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	3/20/1987	4/1/1987		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	4/9/1987	4/6/1987		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	8/3/1987	8/1/1987		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	9/1/1987	8/6/1987		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	11/9/1987	11/1/1987		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	11/30/1987	12/1/1987		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	11/30/1987	12/1/1987		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	12/2/1987	1/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	4/29/1988	5/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	6/7/1988	5/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	6/30/1988	8/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/8/1988	6/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/21/1988	8/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	7/26/1988	8/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	7/29/1988	8/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	9/26/1988	10/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	9/27/1988	11/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	10/26/1988	10/1/1988		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	11/22/1988	12/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	1/19/1989	12/1/1988		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	4/5/1989	4/1/1989		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	5/3/1989	6/1/1989		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	5/16/1989	7/1/1989		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	6/14/1989	7/1/1989		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	6/20/1989	6/1/1989		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	6/26/1989	6/6/1989		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	9/27/1989	10/1/1989		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	10/5/1989	10/1/1989		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	1/22/1990	2/2/1990		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	3/1/1990	4/1/1990		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	3/29/1990	5/1/1990		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	4/26/1990	4/23/1990		[REDACTED]
IN	MSUP1		141	[REDACTED]	A	7/17/1990	6/26/1990		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	7/25/1990	7/1/1990		[REDACTED]
IN	MSUP1		140	[REDACTED]	A	9/26/1990	9/1/1990		[REDACTED]
IN	MSUP3		145	[REDACTED]	A	12/28/1990	12/1/1990		[REDACTED]
IN	MSUP3		146	[REDACTED]	A	3/27/1991	3/1/1991		[REDACTED]
IN	MSUP3		145	[REDACTED]	L	4/4/1991	5/1/1991		[REDACTED]
IN	MSUP3		145	[REDACTED]	A	9/11/1991	10/1/1991		[REDACTED]
IN	MSUP3		145	[REDACTED]	A	9/16/1991	9/1/1991		[REDACTED]
IN	MSUP4		147	[REDACTED]	A	3/28/1991	2/1/1991		[REDACTED]
IN	MSUP4		147	[REDACTED]	A	6/26/1991	7/1/1991		[REDACTED]
IN	MSUP4		148	[REDACTED]	A	10/9/1991	9/6/1991		[REDACTED]
IN	MSUP4		147	[REDACTED]	A	10/18/1991	10/1/1991		[REDACTED]
IN	MSUP4		147	[REDACTED]	A	4/7/1992	3/1/1991		[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUP		140	[REDACTED]	A	00/00/0000	8/1/1982	[REDACTED]	[REDACTED]
MI	MSUP		140	[REDACTED]	A	00/00/0000	8/1/1982	[REDACTED]	[REDACTED]
MI	MSUP		242	[REDACTED]	A	7/1/1993	7/3/1993	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	7/27/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	7/27/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	9/29/1993	11/1/1993	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	3/31/1994	10/1/1993	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	1/17/1995	2/1/1995	[REDACTED]	[REDACTED]
MI	MSUPA		241	[REDACTED]	A	10/31/1996	10/21/1996	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	3/10/1997	4/1/1988	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	8/11/1998	9/15/1998	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	8/1/2000	7/26/2000	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	8/1/2001	8/1/2001	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	9/13/2001	11/1/2001	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	9/14/2001	11/1/2001	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	1/6/2003	1/1/2003	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	1/28/2003	2/1/2003	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	3/24/2003	4/1/2003	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	4/9/2003	4/1/2003	[REDACTED]	[REDACTED]
MI	MSUPA		241	[REDACTED]	A	8/7/2003	8/1/2003	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	9/29/2004	9/8/2004	[REDACTED]	[REDACTED]
MI	MSUPA		240	[REDACTED]	A	1/14/2008	1/4/2008	[REDACTED]	[REDACTED]
MI	MSUPA		241	[REDACTED]	A	2/16/2008	2/8/2008	[REDACTED]	[REDACTED]
MI	MSUPA		241	[REDACTED]	A	3/19/2008	3/1/2008	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/5/1992	10/13/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/6/1992	10/12/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/11/1992	12/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/6/1992	11/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/19/1992	11/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/14/1992	11/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/14/1992	12/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/14/1992	12/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/30/1992	1/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/30/1992	1/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/30/1992	1/9/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/6/1993	1/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/26/1993	1/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/26/1993	2/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/3/1993	2/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/3/1993	2/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/11/1993	2/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/18/1993	3/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/2/1993	3/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/25/1993	4/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/20/1993	10/1/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/16/1993	4/13/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/16/1993	5/15/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/28/1993	6/1/1993	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		242	[REDACTED]	A	4/30/1993	5/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	5/12/1993	6/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	5/12/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/12/1993	5/18/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/20/1993	4/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/1/1993	6/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/17/1993	6/8/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/17/1993	6/8/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/25/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	7/16/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/16/1993	7/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/27/1993	7/17/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/4/1993	8/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/4/1993	8/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/13/1993	8/4/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/13/1993	8/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/31/1993	10/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/13/1993	9/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/24/1993	11/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/28/1993	9/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/29/1993	10/16/1993	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	10/8/1993	10/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/16/1993	10/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/26/1993	9/16/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/2/1993	11/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/5/1993	1/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/24/1993	12/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/7/1993	1/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/7/1993	12/1/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/17/1994	2/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/18/1994	6/2/1992	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/22/1994	1/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	1/22/1994	1/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/2/1994	12/24/1993	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/2/1994	2/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/3/1994	1/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/17/1994	2/20/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/28/1994	3/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	3/11/1994	2/25/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/11/1994	4/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	3/14/1994	2/28/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/5/1994	3/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/19/1994	5/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/19/1994	5/7/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/19/1994	4/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/24/1994	5/11/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/23/1994	5/8/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/28/1994	8/1/1994	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Acive	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		242	[REDACTED]	L	7/22/1994	7/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	7/22/1994	7/6/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	7/22/1994	7/7/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/29/1994	8/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/6/1994	7/2/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/6/1994	6/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/6/1994	8/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/25/1994	9/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/25/1994	10/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/25/1994	9/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/2/1994	9/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/2/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/2/1994	8/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/21/1994	9/6/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/21/1994	9/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/22/1994	10/14/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/8/1994	10/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/8/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/15/1994	10/27/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/19/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	10/26/1994	10/18/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/7/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/12/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/30/1994	12/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/30/1994	11/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/2/1994	12/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/12/1994	1/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	L	12/21/1994	1/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/27/1994	1/22/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	1/24/1995	1/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	1/5/1995	1/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	2/24/1995	2/5/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	2/24/1995	2/6/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/24/1995	3/9/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/24/1995	3/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/24/1995	3/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/21/1995	5/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/29/1995	4/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/10/1995	4/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/10/1995	4/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	4/25/1995	4/20/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/25/1995	4/17/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/11/1995	7/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/24/1995	6/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/26/1995	6/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1995	6/28/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1995	6/28/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/23/1995	7/1/1995	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		242	[REDACTED]	A	6/23/1995	7/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/13/1995	7/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/26/1995	7/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/31/1995	8/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/31/1995	8/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/14/1995	8/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/15/1995	7/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	8/23/1995	7/15/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/29/1995	9/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/13/1995	9/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/13/1995	9/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/29/1995	10/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/4/1995	9/12/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/9/1995	11/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/17/1995	11/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/22/1995	12/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/22/1995	11/20/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/14/1995	1/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/14/1995	1/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/18/1995	1/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/18/1995	12/1/1995	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/9/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/31/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/2/1996	3/1/1994	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/31/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/31/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/7/1996	1/24/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/7/1996	1/26/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/8/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/8/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/21/1996	2/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/4/1996	4/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/14/1996	4/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/20/1996	5/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/28/1996	4/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/29/1996	3/4/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/8/1996	5/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/22/1996	6/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/22/1996	6/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/28/1996	4/15/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/9/1996	8/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/31/1996	8/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/8/1996	8/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/19/1996	10/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	9/20/1996	9/15/1996	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	9/23/1996	9/16/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/25/1996	10/24/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/13/1996	12/1/1996	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		243	[REDACTED]	A	11/16/1996	11/1/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/20/1996	11/23/1996	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/9/1997	2/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/15/1997	2/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	1/15/1997	1/15/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/20/1997	2/5/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	2/13/1997	3/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/5/1997	5/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/19/1997	4/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/24/1997	4/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	4/11/1997	4/4/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/11/1997	5/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/26/1997	5/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/13/1997	6/3/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/13/1997	6/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/13/1997	6/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1997	6/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/20/1997	6/2/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/20/1997	6/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/6/1997	8/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	7/11/1997	6/24/1997	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	7/11/1997	6/24/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/1/1997	9/6/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/1/1997	10/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/16/1997	10/10/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/16/1997	10/10/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/14/1997	12/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/15/1997	11/11/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/19/1997	12/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/10/1997	12/1/1997	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/6/1998	1/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/13/1998	2/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/7/1998	2/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/10/1998	3/3/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/18/1998	4/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/6/1998	6/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/18/1998	7/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/1/1998	8/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	8/6/1998	8/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	8/21/1998	9/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/17/1998	10/2/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/24/1998	1/5/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/17/1998	11/11/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/24/1998	12/1/1998	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	12/11/1998	12/9/1998	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	12/11/1998	12/9/1998	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/29/1999	2/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/4/1999	1/1/1999	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		242	[REDACTED]	A	2/20/1999	3/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	5/20/1999	7/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1999	5/22/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1999	7/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	6/14/1999	7/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/20/1999	12/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/7/1999	12/1/1999	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/7/2000	1/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/7/2000	1/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/8/2000	3/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/8/2000	4/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/8/2000	3/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/15/2000	4/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/15/2000	6/9/2000	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/30/2000	6/21/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/6/2000	9/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/7/2000	9/10/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/11/2000	10/12/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/22/2000	9/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	9/28/2000	10/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/24/2000	11/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/24/2000	11/1/2000	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/28/2000	1/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/10/2001	1/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/10/2001	2/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/15/2001	1/9/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/23/2001	6/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	4/27/2001	4/23/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/22/2001	6/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	10/30/2001	11/1/2001	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/17/2002	1/1/2002	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	2/14/2002	2/12/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/15/2002	5/1/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/23/2002	6/1/2002	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/12/2002	6/15/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/26/2002	10/1/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	9/9/2002	9/1/2002	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	10/2/2002	9/14/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	12/16/2002	12/13/2002	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/28/2003	3/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/5/2003	4/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/26/2003	2/13/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/26/2003	2/13/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/9/2003	6/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	4/29/2003	4/25/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/13/2003	6/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	5/13/2003	5/18/2003	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	6/9/2003	7/1/2003	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUPC		242	[REDACTED]	A	7/16/2003	9/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/16/2003	9/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	8/12/2003	10/1/2003	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	7/6/2004	7/1/2004	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	12/1/2004	12/1/2004	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/15/2005	3/25/2005	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	2/24/2005	2/21/2005	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	12/1/2005	12/1/2005	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/5/2006	1/20/2006	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/8/2007	1/3/2007	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/1/2007	10/18/2007	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	11/19/2007	1/1/2008	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	3/19/2008	6/1/2008	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	2/4/2009	2/3/2009	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	11/20/2009	11/1/2009	[REDACTED]	[REDACTED]
MI	MSUPC		243	[REDACTED]	A	12/3/2009	11/1/2009	[REDACTED]	[REDACTED]
MI	MSUPC		242	[REDACTED]	A	1/21/2010	2/1/2010	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	10/1/1980	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	3/9/1981	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	12/1/1981	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	3/11/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	8/19/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	10/1/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	11/1/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	10/15/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	00/00/0000	1/1/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/2/1982	10/27/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/1/1982	11/27/1982	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/23/1983	4/15/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	4/15/1983	4/5/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/3/1983	4/19/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	9/8/1983	9/1/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/15/1983	12/1/1983	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	12/16/1983	12/8/1983	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	12/27/1983	12/8/1983	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/30/1983	2/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/1/1984	1/16/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/10/1984	2/3/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/12/1984	2/23/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/16/1984	3/9/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	4/10/1984	4/4/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	4/26/1984	5/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/8/1984	5/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/25/1984	5/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/18/1984	8/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/29/1984	7/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	7/6/1984	6/26/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	7/12/1984	7/6/1984	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUP1		141	[REDACTED]	A	8/23/1984	8/13/1984	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	10/17/1984	10/16/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	10/29/1984	12/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/8/1984	11/1/1984	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/7/1984	1/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/16/1985	1/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/1/1985	2/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	2/7/1985	2/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	2/14/1985	2/9/1985	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	2/21/1985	2/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/26/1985	3/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/12/1985	2/22/1985	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/12/1985	4/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/12/1985	6/9/1985	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	8/1/1985	8/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/1/1985	1/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/26/1985	12/1/1985	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/13/1986	1/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/3/1986	1/8/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/18/1986	3/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/20/1986	2/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/5/1986	3/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/11/1986	4/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	4/17/1986	5/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/1/1986	5/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/1/1986	5/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/1/1986	4/17/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/12/1986	5/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/15/1986	6/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/19/1986	6/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/12/1986	7/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/17/1986	6/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	8/12/1986	9/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	9/17/1986	10/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	9/26/1986	10/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	12/22/1986	2/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	1/13/1987	2/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	1/13/1987	2/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	1/20/1987	1/14/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	1/28/1987	1/20/1987	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/9/1987	4/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/9/1987	4/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/31/1987	5/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	4/14/1987	3/16/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	5/1/1987	4/23/1987	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/27/1987	6/1/1987	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	6/2/1987	5/5/1987	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	8/12/1987	8/1/1987	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUP1		141	[REDACTED]	A	8/13/1987	8/6/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	8/31/1987	8/17/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	9/16/1987	9/8/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	10/16/1987	11/1/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/8/1987	12/1/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/8/1987	1/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	12/30/1987	1/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	1/11/1988	1/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/1/1988	2/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	2/1/1988	2/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/19/1988	2/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	2/19/1988	2/9/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/24/1988	3/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/17/1988	2/20/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/21/1988	3/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/24/1988	4/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/24/1988	4/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/24/1988	4/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/24/1988	4/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	3/25/1988	3/9/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	4/4/1988	4/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	4/4/1988	4/24/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/5/1988	4/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	7/7/1988	7/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	8/4/1988	9/1/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	8/18/1988	7/28/1988		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	10/6/1988	11/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/7/1988	8/1/1987		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	11/3/1988	3/1/1980		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	11/7/1988	10/26/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/9/1988	12/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/27/1988	1/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	12/30/1988	2/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/19/1989	1/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/11/1989	10/1/1988		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/26/1989	2/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/8/1989	2/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/16/1989	2/2/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	2/23/1989	2/13/1989		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	4/27/1989	5/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	5/23/1989	6/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/20/1989	6/17/1989		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	6/20/1989	6/8/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	7/10/1989	7/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	A	7/12/1989	8/1/1989		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	7/12/1989	7/1/1989		[REDACTED]
MI	MSUP1		141	[REDACTED]	A	8/3/1989	7/1/1989		[REDACTED]
MI	MSUP1		140	[REDACTED]	L	8/28/1989	8/8/1989		[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUP1		140	[REDACTED]	A	8/30/1989	10/1/1989	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	9/12/1989	9/1/1989	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	4/25/1990	11/1/1986	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	6/7/1990	4/1/1988	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	7/13/1990	7/1/1990	[REDACTED]	[REDACTED]
MI	MSUP1		140	[REDACTED]	A	1/31/2000	10/1/1981	[REDACTED]	[REDACTED]
MI	MSUP1		141	[REDACTED]	A	3/12/2004	4/12/1983	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	11/3/1989	11/1/1989	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	12/27/1989	1/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	1/10/1990	12/22/1989	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	2/1/1990	1/7/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	2/21/1990	3/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	2/21/1990	2/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	2/21/1990	2/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	3/1/1990	3/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	3/26/1990	3/8/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	3/26/1990	5/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	3/29/1990	4/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	3/29/1990	4/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/10/1990	5/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	4/10/1990	4/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	4/17/1990	4/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/26/1990	5/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/26/1990	4/15/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	6/28/1990	5/10/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/1/1990	8/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/3/1990	8/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	8/31/1990	10/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	11/29/1990	12/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	2/8/1991	1/21/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	2/8/1991	2/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	2/28/1991	2/6/1991	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	4/16/1991	3/12/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/22/1991	4/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/29/1991	6/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	5/21/1991	6/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	6/7/1991	7/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	6/19/1991	6/7/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	6/26/1991	7/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/6/1991	8/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/6/1991	8/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/14/1991	8/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/28/1991	8/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	9/11/1991	9/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	10/18/1991	10/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	11/13/1991	11/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	1/6/1992	1/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	12/23/1991	11/25/1991	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
MI	MSUP2		142	[REDACTED]	A	12/23/1991	12/1/1991	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	1/10/1992	12/13/1991	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	1/10/1992	12/13/1991	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	1/15/1992	2/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	1/22/1992	2/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	1/27/1992	2/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	2/5/1992	3/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	3/17/1992	12/1/1990	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	3/26/1992	4/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/15/1992	4/8/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	4/28/1992	5/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		143	[REDACTED]	A	5/11/1992	5/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	5/18/1992	6/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	5/21/1992	7/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	7/31/1992	8/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/13/1992	9/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/13/1992	8/11/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	8/20/1992	8/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	9/2/1992	9/1/1992	[REDACTED]	[REDACTED]
MI	MSUP2		142	[REDACTED]	A	10/5/1992	11/1/1992	[REDACTED]	[REDACTED]
OH	MSUPCNV		149	[REDACTED]	A	3/31/1993	2/1/1993	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	5/10/1983	4/26/1983	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	12/3/1986	11/18/1986	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	2/27/1987	3/1/1987	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	3/16/1987	3/1/1987	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	5/26/1987	5/1/1987	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	11/5/1987	10/15/1987	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	2/11/1988	3/1/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	3/7/1988	2/15/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	3/7/1988	2/12/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	3/25/1988	3/4/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	4/22/1988	4/8/1988	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	4/28/1988	2/1/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	5/4/1988	5/1/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	8/31/1988	9/1/1988	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	9/9/1988	9/1/1988	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	2/16/1989	2/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	6/6/1989	5/23/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	6/29/1989	6/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	8/28/1989	10/2/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	9/14/1989	10/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	10/2/1989	10/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	10/26/1989	10/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	11/3/1989	11/1/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	11/27/1989	11/16/1989	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	12/28/1989	1/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	3/19/1990	4/9/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	3/19/1990	4/1/1990	[REDACTED]	[REDACTED]

Issue State	Product Code	Network Id	Plan Code	Policy Id	Policy Status	Date Active	Effective Date	Writing Agent	Key Insured Name
OH	MSUP1		141	[REDACTED]	A	4/16/1990	4/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	5/2/1990	6/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	5/2/1990	5/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	5/9/1990	6/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	6/21/1990	5/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	6/27/1990	7/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	7/30/1990	7/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	7/17/1990	7/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	8/9/1990	8/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		140	[REDACTED]	A	9/18/1990	9/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	9/19/1990	10/1/1990	[REDACTED]	[REDACTED]
OH	MSUP1		141	[REDACTED]	A	9/25/1990	10/1/1990	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	12/20/1990	1/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	12/20/1990	1/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	12/31/1990	2/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	1/22/1991	1/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		145	[REDACTED]	A	2/11/1991	1/18/1991	[REDACTED]	[REDACTED]
OH	MSUP3		145	[REDACTED]	A	4/16/1991	5/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	6/24/1991	6/3/1991	[REDACTED]	[REDACTED]
OH	MSUP3		146	[REDACTED]	A	7/9/1991	7/1/1991	[REDACTED]	[REDACTED]
OH	MSUP3		145	[REDACTED]	A	7/2/1991	7/1/1991	[REDACTED]	[REDACTED]

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## A.M. Best Affirms Ratings of Atlantic American Corporation and Its Subsidiaries

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### FOR IMMEDIATE RELEASE

OLDWICK, N.J., SEPTEMBER 28, 2010

**A.M. Best Co.** has affirmed the financial strength rating of A (Excellent) and issuer credit ratings of "a" of **American Southern Group** (American Southern) and its members. These ratings apply to **American Southern Insurance Company** (Topeka, KS) and its wholly owned and 100% reinsured subsidiary, **American Safety Insurance Company**.

Additionally, A.M. Best has affirmed the FSR of B++ (Good) and ICR of "bbb+" of **Bankers Fidelity Life Insurance Company** (Bankers Fidelity). Concurrently, A.M. Best has affirmed the ICR of "bbb-" of the parent company, **Atlantic American Corporation** (Atlantic American) [NASDAQ: AAME]. The outlook for all ratings is stable. All companies are domiciled in Atlanta, GA, unless otherwise specified.

American Southern's ratings reflect its strong risk-adjusted capitalization, long history of profitability, management's disciplined underwriting approach, its historically conservative loss reserving practices and local market knowledge. Somewhat offsetting these positive rating factors is American Southern's history of paying substantial stockholder dividends, which historically have been used to service the debt held at Atlantic American. The stable outlook reflects A.M. Best's expectation that a solid level of profitability will be maintained over the near term, further supporting risk-adjusted capitalization.

The affirmation of Bankers Fidelity's ratings and outlook recognizes its continued strong risk-adjusted capital position, improved investment portfolio and growth in its senior life business. The company continues to emphasize the sale of senior life and niche individual life business while maintaining its Medicare supplement presence.

The ratings also consider the financial leverage and interest coverage of Atlantic American. Although leverage measures have somewhat detracted from the ratings in prior years, they improved significantly in recent years as Atlantic American retired a portion of its outstanding preferred stock and bank debt with the proceeds from the 2008 sale of two former subsidiaries (**Georgia Casualty & Surety Company** and **Association Casualty Insurance Company**). In all, adjusted debt-to-capital and interest coverage ratios were roughly 21% and 1.2 times, respectively, at June 30, 2010. Interest coverage is slightly below expectations for the given rating level; however, this is offset by the insurance operating companies' ability to historically generate sufficient earnings to cover debt obligations at the parent company. In addition, Atlantic American also holds roughly \$24 million of cash and marketable investments at June 30, 2010.

The principal methodology used in determining these ratings is [Best's Credit Rating Methodology - Global Life and Non-Life Insurance Edition](#), which provides a comprehensive explanation of A.M. Best's rating process and highlights the different rating criteria employed. Additional key criteria utilized include: "Risk Management and the Rating Process for Insurance Companies"; "Understanding BCAR for Property/Casualty Insurers"; "Rating Members of Insurance Groups"; "Rating Health Insurance Companies"; "Update to BCAR for Life & Health Insurers"; and "A.M. Best's Ratings & the Treatment of Debt." Methodologies can be found at [www.ambest.com/ratings/methodology](http://www.ambest.com/ratings/methodology).

**Founded in 1899, A.M. Best Company is a global full-service credit rating organization dedicated to serving the financial and health care service industries, including insurance companies, banks, hospitals and health care system providers.**

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