

## **Rule 740 Credit for Reinsurance**

### **Summary of Comments and Statement of Basis of Adopted Amendments**

The Superintendent of Insurance hereby amends Bureau of Insurance Rule 740, *Credit for Reinsurance*, pursuant to 24-A M.R.S.A. §§ 212 and 731-B, in order to implement the newly adopted provision of the Maine Credit-for-Reinsurance Act that allows reduced collateral for reinsurance ceded to “certified” reinsurers,<sup>1</sup> and to make other necessary revisions that have been identified since the Rule’s 1993 adoption in order to address various technical issues and to reflect changes to the controlling Maine law and National Association of Insurance Commissioners (NAIC) accreditation standards.

As discussed below in the analysis of comments on Section 6, a few revisions have been made to the provisions governing certified reinsurers. The Amendments have otherwise been adopted as proposed, with some nonsubstantive editorial revisions. A blacklined comparison of the existing Rule, the Proposed Amendments, and the adopted Amendments appears at the end of this Basis Statement, following a section-by-section summary of comments with the Bureau’s responses.

On July 14, 2015, the Superintendent issued a Notice of Rulemaking, and he held a hearing on August 11, 2015. Brief comments at the hearing were made on behalf of the American Insurance Association (AIA), the Property Casualty Insurers Association of America (PCI), and Dirigo Re, all represented by Bruce Gerrity, Esq. (Preti Flaherty), and on behalf of the Maine Association of Insurance Companies (MAIC), represented by Charles Soltan, Esq. The comment period remained open through August 24, 2015, and written comments were submitted by Allstate Insurance Company, represented by John R. Mathews, its Corporate Counsel, and by the American Council of Life Insurers (ACLI), represented by Daniel C. Bryant, its Regional Vice President for State Relations. No other comments were submitted.

**General comments:** ACLI commented that it greatly appreciated the Bureau’s efforts, and supported the Proposed Amendments.

Allstate commented that it “favors modernizing Maine’s reinsurance Rule in a balanced way that addresses the financial soundness of ceding companies and reinsurers,” and proposed some

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<sup>1</sup> 24-A M.R.S.A. § 731 B(1)(B-2).

specific changes that in its view would promote that balance. According to Allstate, “there are a number of differences in Maine’s Rule from the provisions on the NAIC Model Regulation.” However, as discussed below, most of the differences are stylistic and organizational, and every substantive proposal by Allstate would make Maine’s Rule less consistent with the Model rather than more consistent. Although Allstate has noted that the NAIC accreditation standards do not prohibit Allstate’s proposed deviations from the Model Regulation, that is a consequence of the general principle that accreditation does not prohibit states from establishing more stringent standards than the NAIC Model Regulation. Even when accreditation would not be affected, the benefits of uniform adoption of model laws is one factor that must be considered when evaluating the merits of any regulatory proposal.

Finally, AIA and PCI offered “a general comment to the effect that we did want to be on the record as having an interest in the rule.” AIA, PCI, and MAIC did not file written comments, and they all stated at the hearing that they would have done so if they had identified any substantive issues.

**Section 1 (Authority):** No comments were received on this Section, which remains unchanged as proposed.

**Section 2 (Purpose):** This Section has been amended to incorporate language from the Model Regulation clarifying that the purpose of credit-for-reinsurance laws is to protect Maine ceding insurers and their policyholders. Allstate noted that the Proposed Amendments do not include any provision implementing 24-A M.R.S.A. § 731-E, which requires diversification of insurance risk and effective management of overdue recoverables. However, Allstate has not explained why such language would be necessary or how it might be worded. The Model Regulation contains no language implementing the corresponding provisions of the Model Act. No other comments were received on these amendments, which are adopted as proposed.

**Section 3 (Severability):** No comments were received on this Section, which remains unchanged as proposed.

**Section 4 (Definitions):** The amendments to this Section add a definition of “licensed” to make clear that licensure as a captive or special-purpose entity does not exempt a reinsurer from collateral requirements. The definition of “obligations” is revised to incorporate the life definition as well as the existing nonlife definition, and to clarify that the required collateral is based on all of the ceded losses, not on the reinsurer’s retained obligations net of retrocessions. The amendments also make miscellaneous technical and stylistic changes. Although no comments specifically addressed this Section, Dirigo Re asked the Bureau to consider “the possibility of recognizing another state’s financial standards so that essentially you would have a reciprocity provision. And the reason I say that is if you have a Maine entity that wants to go to another state and can reference some sort of reciprocity standard, it might assist that Maine entity in dealing with another state.” While the goal is worthwhile and important, deviating from uniform solvency standards is not an appropriate vehicle for accomplishing that goal. Credit for reinsurance must be based on the financial strength of the reinsurer and the effectiveness of its domiciliary supervision; it should not be granted or withheld as an incentive for intergovernmental cooperation. No other comments were received on these amendments, which are adopted as proposed with one technical correction to the definition of “jurisdiction.” As

noted in the Attorney General's review, the phrase "internationally authorized" should be "internationally recognized."

**Section 5 (Reinsurers licensed in this State):** The amendments to this Section make miscellaneous technical and stylistic changes, principally to the clause describing when the assuming insurer must be licensed in order to qualify for credit under this Section. Similar clauses occur throughout the existing Rule, drafted at various times and inconsistently worded. Because no substantive difference was intended, these clauses have been amended to incorporate the most recent NAIC language uniformly, as set forth in Subsection 8(A) of the Model Regulation: "at all times for which credit for reinsurance under this section is claimed on the ceding insurer's statutory financial statement." However, although this language is worded correctly in every other section where it appears, the Proposed Amendments to Section 5 were printed with "at all times on which ..." in place of "at all times for which ...." That error has been corrected. No comments were received on these amendments, which are otherwise adopted as proposed.

**Section 6 (Certified reinsurers) (new):** This Section, based on Section 8 of the NAIC Model Regulation, implements a new provision of the Credit-for-Reinsurance Act, 24-A M.R.S.A. § 731-B(1)(B-2), which allows a financially strong reinsurer that does not choose to become licensed or accredited in Maine to apply for "certified" status, entitling the reinsurer to a reduction in the collateral otherwise required for reinsurance assumed from Maine domestic insurers. It was placed immediately after the section on licensed reinsurers because certification represents the next-highest level of oversight by the Superintendent. Most of the comments that were submitted addressed this Section.

**Subsection A (In General):** This Subsection, substantially similar to the first sentence of Subsection 8(A) of the Model Regulation, establishes the general standard for credit for reinsurance ceded to certified reinsurers. No comments were received on this Subsection, which is adopted as proposed.

**Subsection B (Security):** As proposed, this Subsection was substantially similar to the remainder of Subsection 8(A) of the Model Regulation. It establishes the collateral requirements for certified reinsurers.

As recommended by Allstate, this Subsection is revised to give the Superintendent the authority to defer the posting of additional collateral for catastrophe recoverables on a case-by-case basis for up to a year. The Proposed Amendments, based on the NAIC Model, made the deferral mandatory for a full year. We agree with Allstate that it is necessary to consider situations in which a deferral of security could be either unnecessary or unsound. Flexibility in responding to catastrophes is important, and is consistent with the general collateral reform framework which contemplates coordinated action by U.S. regulators but reserves ultimate decisionmaking authority to the respective states. However, Allstate's proposal to change "shall not require" to "may not require" does not have the desired substantive effect, so the relevant language of Paragraph B(5) has been revised instead to read: "... the Superintendent may permit a certified reinsurer to defer posting security for catastrophe recoverables for a period of up to one year."

Allstate has also requested making the catastrophe deferral available only to certified reinsurers with a rating of Secure-4 or higher. However, flexibility is also important here, and reserving that flexibility for the entire deferral process makes it unnecessary to adopt additional bright-line standards. Although it can be risky to allow the deferral for reinsurers with low ratings, the situation is inherently risky and any action or inaction the regulator takes could have unintended consequences. Because well-intentioned cash calls might precipitate rather than avert a crisis, the Superintendent needs to keep all regulatory tools available. Likewise, making the catastrophe deferral discretionary rather than mandatory also eliminates the need for a restrictive definition of “catastrophe loss.” Finally, Allstate’s proposed definition of “timely manner” in terms of the reinsurer’s contractual obligations is unnecessary, because the common meaning of the term includes compliance with those obligations, and could have unintended consequences if a reinsurer is in default on legal obligations that were not made explicit in the contract.

Although Paragraph (2) of this Subsection has no counterpart in the Model Regulation, it is based on the provisions of Paragraph 2(E)(5) of the Model Act that modify the generally applicable standards for multibeneficiary trusts when they are used to secure liabilities incurred as a certified reinsurer. Because it creates exceptions to other provisions of the Rule, we believed it was important to include these provisions even though they are already found in the statute at 24-A M.R.S.A. § 731-B(1)(B-2)(5)(b). In particular, Allstate commented that it was unable to find anything in the Proposed Amendments implementing the \$10 million trustee surplus requirement in 24-A M.R.S.A. § 731-B(1)(B-2)(5)(b)(ii). The provision in question is Subparagraph 6(B)(2)(a).

Finally, Allstate objects to the second sentence of Paragraph (6) of this Subsection, which establishes how the reduced collateral provisions of this Section apply when there is a relationship between the ceding and assuming insurers that pre-dates the certification of the assuming insurer. If an existing contract is amended, or a new contract is written to replace an existing contract that requires 100% collateral, the contract is only considered a certified-reinsurer contract “with respect to losses incurred and reserves reported on or after the effective date of the amendment or new contract.” Although this provision is intended to protect ceding insurers, Allstate objects that it is too broadly worded. According to Allstate, it would permit amendments that are totally unrelated to collateral to serve as a pretext for reducing the reinsurer’s collateral obligations on existing business, even if those amendments are imposed unilaterally by the reinsurer. That is not the case. Unless the parties agree to a reduction in the contractually required amount of collateral, the existing collateral clause continues to have full force and effect, and Paragraph (7) makes clear that the ceding insurer’s power to enforce that clause is preserved. However, to avoid any potential for misunderstanding, the language has been amended to clarify that reduced collateral for subsequently-incurred losses under existing contracts is only available if the contract “is subsequently amended by the parties after the effective date of the certification of the assuming insurer that date to permit reduced collateral.”

Allstate also asserts that Paragraph (6), even though it is taken almost *verbatim* from Paragraph 8(A)(5) of the Model Regulation, conflicts with Section 6 of the Model Act,

which provides that the Model Act applies only to “reinsurance agreements that have an inception, anniversary or renewal date not less than six (6) months after the effective date of this Act.” That transition clause, however, applied to the initial adoption of laws based on the Model Act in the 1980s and early 1990s, not to the most recent amendments; Maine’s version of that clause was an unallocated provision of the enacting legislation that was never incorporated into the Insurance Code. Furthermore, the certified reinsurer framework was enacted in Maine more than six months ago.

No further comments were received on Subsection B, which is adopted as proposed except for the revisions to Paragraphs (5) and (6) discussed above and the correction of an erroneous cross-reference.

**Subsection C (Certification Procedure):** This Subsection establishes the procedures for applying to become a certified reinsurer, the standards and procedures for certification, the assignment of ratings, and the ongoing review process once a reinsurer is certified. It is substantially similar to Subsection 8(B) of the Model Regulation, with some organizational changes to distinguish more clearly between the review criteria in Paragraph (4) and the filing requirements in Paragraph (7), so that Paragraph (4) enumerates the responsibilities of the Superintendent while Paragraph (7) enumerates the duties of the reinsurer. In addition, an exception clause was added to Subparagraph (4)(a) to enable the Superintendent to override a decision by a private rating agency for good cause shown.

Allstate expressed dissatisfaction with the notice provisions of Paragraph (1), which are substantially similar to Paragraph 8(B)(1) of the Model Regulation. Allstate requested additional language requiring public notice and a 30-day comment period. The proposed language, however, already addresses Allstate’s concerns by requiring notice on the Bureau’s Web site, with instructions on how members of the public may respond to the application, and prohibiting final action on the application until at least 30 days after that notice is posted.

Allstate also outlined its concerns with the rating agency provisions in Paragraph (3). Allstate has requested additional language providing that “These financial strength ratings will be one factor used by the Superintendent in determining the rating that is assigned to the assuming insurer,” in order to clarify that “no one single factor is dispositive.” This language is unnecessary because Paragraph (4) already provides that no single factor is dispositive, Subparagraph (4)(a) enumerates agency ratings as one factor among many for the Superintendent to use, and, as noted earlier, language was added to that Subparagraph to clarify that the final decision is made by the Superintendent, not by the rating agency. On the other hand, Allstate also wants to add an express provision that “In no case shall such secure strength ratings be below ‘Superior’ or ‘Very Strong’ as designated by the rating agency,” which would seem to make that one factor dispositive. It would also make the criteria for certification prohibitively stringent, disqualifying, for example, any reinsurer with an A.M. Best rating of “A” or lower. Allstate also objects to the term “Nationally Recognized Statistical Rating Organization,” but that is both the term used in the Model Regulation and the term used by the SEC.

Allstate requests adding to Subparagraph (4)(e) a requirement that the Superintendent publish a quarterly compilation of Schedule F data on overdue recoverables for each certified reinsurer. If there is a perceived need for such a publication, it should be done on a national basis, and the issue should be raised first with the NAIC's Reinsurance Task Force rather than in this single-state rulemaking process. Furthermore, this Schedule F information is already a public record in Maine and every other state.

Subparagraph (4)(g) provides that the factors to be considered by the Superintendent when rating a reinsurer include audited financial statements, auditors' reports, and actuarial opinions. Allstate has requested adding a detailed description of these documents. However, Subparagraph (7)(d) already requires certified reinsurers and applicants for certification to file documents meeting minimum standards that are almost identical to the list proposed by Allstate. The only material difference is Allstate's proposal to require quarterly audited financial statements, but that requirement is not found in the NAIC Model Regulation, and quarterly audited financial statements might not always be available for reinsurers domiciled outside the United States.

Subparagraph (4)(i) provides that the factors to be considered by the Superintendent when rating a reinsurer include the reinsurer's participation in any solvent scheme of arrangement, or similar procedure, that involves United States ceding insurers. Allstate has requested adding to Subparagraph (4)(h) (regarding liquidation priority) a provision requiring the Superintendent to "receive prior notice from a certified reinsurer that proposes participation by the certified reinsurer in a solvent scheme of arrangement." That requirement is already in the Proposed Amendments. However, because the duty should rest on the reinsurer rather than the Superintendent, it has been rephrased as a filing requirement and placed in Paragraph (7), as Subparagraph (g).

Allstate requests adding to Paragraph (7) a provision requiring the applicant to "pay all costs and expenses associated with the review and evaluation of its application to become a certified reinsurer." This proposal was already considered and rejected by the NAIC when it adopted the Model and by the State of Maine when it adopted the certified reinsurer legislation. At this point, imposing such a requirement would require legislation and could not be done by rulemaking.

Subparagraph (8)(b) establishes standards for suspending, revoking, or otherwise modifying a certified reinsurer's certification, but Allstate is concerned that the Rule does not specify a process for suspension. Procedures of general applicability are set forth in the Administrative Procedure Act, 24-A M.R.S.A. §§ 229–236, and Bureau of Insurance Rule 350, and there is no reason to establish duplicative or conflicting provisions in this Rule.

Finally, as requested by Allstate, language has been added to Subparagraph (8)(b) clarifying that "If a certified reinsurer's domiciliary jurisdiction ceases to be a qualified jurisdiction, then the Superintendent may suspend the reinsurer's certification indefinitely, in lieu of revocation." Allstate had requested adding it to Paragraph D(1), but it is a better fit here because it clarifies the range of remedies that may be imposed after a disqualifying event. Substantially similar language appears in the Model Act at Subparagraph 2(E)(3)(d) and in the Maine Insurance Code at 24-A M.R.S.A. § 731-

B(1)(B-2)(3)(d). According to Allstate, this language “affirmatively allows the Superintendent the discretion to immediately suspend certification of certified reinsurers from a jurisdiction that is no longer qualified.” It is not necessary for that purpose, because the ability to take immediate action “at any time” is already made clear in the first sentence of Subparagraph (8)(b). What it affirmatively enables is the lesser remedy of suspension, to avoid unnecessary disruption in cases where the reinsurer’s existing U.S. business can safely be run off as certified business, or cases where a moratorium on new business is an adequate remedy while progress is being made toward resolving deficiencies in the regulatory regime. It is not really necessary to include in this provision in the Rule, and it does not appear in the Model Regulation, because it is already expressly authorized by statute and does not conflict with any other provision of the Rule. However, we agree that it is a useful clarification, so it has been added.

No further comments were received on Subsection C, which is adopted as proposed except for the addition of the new indefinite suspension clause to Subparagraph (8)(b) and some nonsubstantive stylistic corrections.

**Subsection D (Qualified Jurisdictions):** A reinsurer is only eligible for certification if it is domiciled in a qualified jurisdiction that has been approved by the Superintendent pursuant to 24-A M.R.S.A. § 731-B(1)(B-2)(3). This Subsection, substantially similar to Subsection 8(C) of the Model Regulation, establishes the procedure for review of applications by non-U.S. regulators to be listed as qualified jurisdictions. A new Paragraph (5) has been added to clarify that multiple regulatory regimes in the same country are evaluated separately to determine whether the particular regulator that is responsible for a reinsurer is a “qualified jurisdiction.” This responds to an issue that arose after the adoption of the Model Regulation, and is consistent with the NAIC procedures under which the Bermuda Monetary Authority’s licensing regimes for Classes 3A, 3B, 4, C, D, and E are recognized as qualified jurisdictions, but not the lower classes of licensure.

As just noted, Allstate requested the addition to Paragraph (1) of language authorizing indefinite suspension, in lieu of revocation, of a certified reinsurer whose domiciliary regulator ceases to be a qualified jurisdiction. For the reasons discussed above, that language has been added to the Rule as requested, but it has been placed in Paragraph C(8) instead, the paragraph dealing with revocations and suspensions of certification.

Allstate requests adding to Paragraph (2) a provision requiring the certified reinsurers domiciled in each qualified jurisdiction to pay the costs of the Superintendent’s evaluation of its qualifications. As with the proposal to require reinsurers to pay the costs of reviewing their own applications, discussed earlier, this cost shift has already been considered and rejected, and has no statutory authorization. Also, as worded, it would not provide any funding for the review of a jurisdiction’s initial application, because it will have no certified domestic reinsurers until after its application has been approved.

The general requirements at the beginning of Paragraph (2) also obligate each qualified jurisdiction to agree to share information and cooperate with the Superintendent with respect to all of its certified domestic reinsurers. Allstate has requested the addition of

language clarifying that this agreement must be “in writing.” That phrase provides appropriate clarification of the intent of this provision, and has been added as requested.

Finally, Paragraph (3) has been amended to conform to the revisions to Subsection I, as discussed more fully below.

No further comments were received on Subsection D, which is adopted as proposed except for the addition of the phrase “in writing” to Paragraph (2), the revisions to the cross-reference to Subsection I in Paragraph (3), and the correction of one typographical error.

**Subsection E (Recognition of Certification Issued by an NAIC-Accredited Jurisdiction):** This Subsection, substantially similar to Subsection 8(D) of the Model Regulation, establishes the procedures that apply when the Superintendent defers to a certification that has been by another regulator, referred to for clarity as the “lead state.” Although the Model Regulation does not use the term “lead state,” the procedures are the same. Language has been added to Subparagraph (1) codifying the use of the NAIC’s advisory procedures for evaluating reinsurers assuming reinsurance in multiple states and the role of the Reinsurance Financial Analysis Working Group (ReFAWG), which had not yet been developed at the time the Model Regulation was adopted. No comments were received on this Subsection, which is adopted as proposed with one punctuation correction.

**Subsection F (Mandatory Funding Clause):** This Subsection, substantially similar to Subsection 8(E) of the Model Regulation, requires the certified reinsurer’s obligation to maintain adequate collateral in accordance with the standards of this Section to be incorporated into the reinsurance treaty. No comments were received on this Subsection, which is adopted as proposed.

**Subsection G (Reporting by Superintendent):** In order to facilitate coordinated multistate review, this Subsection, substantially similar to Subsection 8(F) of the Model Regulation, requires the Superintendent to comply with any reporting and notification requirements established by the NAIC. No comments were received on this Subsection, which is adopted as proposed.

**Subsection H (Confidentiality):** Paragraph 8(B)(7) of the Model Regulation, which establishes the filing requirements codified here at Paragraph 6(C)(7), provides that “All information submitted by certified reinsurers which are [*sic*] not otherwise public information subject to disclosure shall be exempted from disclosure under [cite state law equivalent of Freedom of Information Act] and shall be withheld from public disclosure.” The Proposed Amendments moved this material to a new Subsection H and added additional detail to provide more clarity on the nature and scope of the applicable confidentiality protections. In response to Allstate’s comments on Subsection I, as discussed below, a conforming revision has been made to the cross-reference to Subsection I. No comments were received on Subsection H itself, which is otherwise adopted as proposed.



**Subsection I (Exceptions):** As proposed, this Subsection establishes the procedures for granting exceptions, for good cause shown after notice and opportunity for hearing, to “designated provisions” of this Section. It has been revised to address Allstate’s objection, the only comment received on this Subsection, that it “does not believe that any further exceptions to the Rule should be granted.” We agree that this Subsection should not be used as an independent basis for granting any further exceptions. It was intended only to establish uniform standards and procedures for those exceptions that are already authorized by specific provisions elsewhere in this Section. To clarify that purpose, this Subsection has been revised as follows:

*I. Exceptions. ~~After The Superintendent may only grant exceptions from the requirements of this section as authorized by the applicable provisions of this section for good cause shown, after notice and an opportunity for an adjudicatory hearing, the Superintendent may grant exceptions to designated provisions of this section for good cause shown.~~ Any exception granted ~~under this subsection~~ must be consistent with the purposes of this section and supported by detailed findings of fact.*

In addition, two of the cross-references to Subsection I, in Paragraphs D(3) and H(3), use the phrase “exceptions under Subsection I,” which reinforces the erroneous implication that Subsection I might serve as general authority for granting exceptions as long as good cause is shown. Those exceptions are not granted “under” subsection I, but under authority expressly contained within Paragraphs D(3) and H(3) themselves. Therefore, the language of those two cross-references, as noted above, has been corrected in a manner consistent with Subparagraph C(4)(a), which refers to exceptions “granted in accordance” with Subsection I.

**Section 7 (Required filings) (new):** This Section collects and harmonizes various provisions from the NAIC Model Regulation. It codifies the use of form AR-1 and the reinsurer’s duty to respond to information requests, clarifies the Superintendent’s discretion to request other additional information, and clarifies that the Rule does not require duplicative paper filings in Maine of documents already filed electronically with the NAIC and readily available to the Bureau. No comments were received on this Section, which is adopted as proposed with one punctuation correction.

**Section 8 (Accredited reinsurers) (new):** This Section adds a provision for reinsurance ceded to accredited reinsurers, as authorized in 2001 by 24-A M.R.S.A. § 731 B(1)(B-1). The provisions describing the accreditation procedure are taken from the Maine statute and from Section 5 of the Model Regulation. This Section sets forth the standards for revocation and suspension and the impact of these actions on the reinsurer’s cedents, and Allstate notes that it does not include any process for suspension of accreditation. As explained earlier in response to similar comments on Subparagraph 6(C)(8)(b) regarding certified reinsurers, suspension is governed by procedures of general applicability that are already in place, and there is no reason to establish duplicative or conflicting provisions in this Rule. No other comments were received on this Section, which is adopted as proposed with one punctuation correction.

**Section 9 (Reinsurers licensed in other states) (formerly Section 6):** The amendments to this Section add a provision clarifying the minimum surplus requirement and make various technical changes. As amended, it is substantially similar to Section 6 of the Model Regulation, except for new provisions clarifying that the Superintendent has the authority to reduce or deny credit for reinsurance ceded under an intragroup pooling arrangement to a capital-deficient affiliate, and clarifying that under Maine law a U.S.-domiciled reinsurer appoints its own resident agent for service of process in Maine rather than the Superintendent as statutory agent. No comments were received on this Section, which is adopted as proposed.

**Section 10 (Reinsurers maintaining multibeneficiary trust funds) (formerly Section 7):** The Model Regulation has separate sections for two different types of trust funds: Section 7 of the Model governs multibeneficiary trust funds established by highly capitalized alien reinsurers to secure all their United States exposure together with a substantial trusteed surplus, while Section 11 of the Model governs trusts established for the benefit of a single domestic reinsurer to secure a particular account, block of business, or treaty. Existing Rule 740 is organized in a similar manner, but makes both sections applicable to each type of trusts, creating internal conflicts between the sections and establishing requirements that are too broadly worded to fulfill their intended purposes. Section 10, as amended, has been renamed to clarify that it applies only to multibeneficiary trusts.

**Subsection A:** The amendments to this Subsection incorporate a number of updates that have been made to strengthen the Model Regulation’s protections since 1993, including the requirement for separate trusts for reinsurance and direct business and specific provisions for the orderly runoff of terminated trusts. The Lloyd’s of London clause, Paragraph (2), has been revised to reflect changes in the operations of Lloyd’s and the structure of its trust funds, and to more accurately describe the respective roles of the members, the syndicates, and the Central Fund. The ILU clause, Paragraph (3), has been repealed because the ILU trust was never established and the statutory enabling language was repealed.

Allstate has requested the addition of language making a multibeneficiary trust’s annual financial statements available to ceding insurers and to the public, subject to an exception allowing the redaction of confidential information that would not be a public record under Maine law. Allstate’s proposal would not be appropriate to adopt on a single-state basis, because it would have a significant extraterritorial impact on trusts that have their situs outside the state of Maine and secure the nationwide reinsurance operations of non-U.S. reinsurers. Furthermore, it does not relate to the new certified reinsurer framework, nor to any other issue raised by the Proposed Amendments, but to existing standards that have been in place for more than twenty years under both Rule 740 and the NAIC Model Regulation, with no substantive change contemplated by the Proposed Amendments. If insurers ceding risks secured by multibeneficiary trusts do not currently receive adequate information to complete Schedule F properly, as Allstate asserts, that is an issue that should have been raised with the NAIC long ago, and this rulemaking proceeding is not the forum where it can be resolved.

Allstate has also proposed adding language that would require the assuming insurer itself to file a statement substantially similar to the NAIC annual statement, sufficient to enable the Superintendent to monitor “the financial condition of the assuming insurer.” While

oversight of this type is necessary and appropriate if the reinsurer also seeks to be licensed, accredited, or certified in Maine, those credentials already entail reporting requirements substantially similar to those Allstate is seeking. Section 10, by contrast, allows reinsurers to maintain fully funded multibeneficiary trusts in the United States as an alternative to submitting to direct financial oversight by American regulators, because the trust provides a source of strength that is not dependent on the assuming insurer's financial condition. Allstate's proposal might also violate the Dodd-Frank Act's prohibition against extraterritorial regulation of the financial solvency of reinsurers.

No other comments were received on this Subsection, which is adopted as proposed.

**Subsection B:** This Subsection sets forth the mandatory provisions that must be included in multibeneficiary trust instruments. It is amended to clarify that it applies only to multibeneficiary trusts, and to incorporate an extensive body of minimum standards that have been adopted by the NAIC, including two provisions that the existing Rule misplaces in what is now Section 11. The amendments are based on Subsection 7(C) of the Model Regulation.

Allstate requests the addition of additional provisions requiring extensive reporting and certifications to assuming insurers. For the reasons discussed above in response to Allstate's proposed revisions to Subsection A, these issues should be brought to the NAIC rather than being raised for the first time in a single-state rulemaking proceeding.

No other comments were received on this Subsection. A circular reference has been corrected, and other nonsubstantive editorial corrections have been made. This Subsection is otherwise adopted as proposed.

**Subsection C (new):** This Subsection provides for trust assets to be recognized and valued by the insurance regulator with principal oversight over the trust (all existing multibeneficiary trusts are situated in New York), subject to the Superintendent's approval of the New York standards. It is added in lieu of lengthy provisions in the Model that should be implemented and enforced by the lead regulator. Existing Subsections C through E have been moved into Section 11 because they are designed for single-beneficiary trusts and are either meaningless or inappropriate as applied to multibeneficiary trusts. No comments were received on this Subsection, which is adopted as proposed.

**Subsection D (new):** Subsection D, substantially similar to Subsection 7(F) of the Model Regulation, clarifies that the multibeneficiary trust is secondary to any other security, which must be drawn first to the extent available. No comments were received on this Subsection, which is adopted as proposed.

**Section 11 (Single-beneficiary trust agreements) (formerly Section 8):** This Section has been amended to clarify that it applies only to single-beneficiary trusts, and two subsections that are meaningless for single-beneficiary trusts have been repealed and moved into Section 10. Updates and technical changes have been made to bring it into conformity with the current version of the Model Regulation, except where the existing Rule is stronger, and to incorporate provisions from the existing Rule that were moved from other sections. A typographical error in

the Proposed Amendments has been corrected, so that Subsection L correctly cross-references “Subsection I” rather than the erroneous “Subsection 1,” and the reference to the Insurance Code has been clarified to specify the Maine Insurance Code. No comments were received on this Section, which is otherwise adopted as proposed.

**Section 12 (Permitted conditions of trust agreements) (formerly Section 9):** The amendments to this Section make technical changes to bring it into conformity with the current version of the Model Regulation. In Subparagraph 12(A)(1)(b) as proposed, the word “for” was mistakenly marked as an addition. It should have been marked as a deletion, and the error has been corrected. No comments were received on this Section, which is otherwise adopted as proposed.

**Section 13 (Reinsurance contracts – mandatory provisions) (new):** This Section, substantially similar to Section 14 of the Model Regulation, incorporates minimum standards that reinsurance contracts must meet in order for the ceded reinsurance to qualify for credit. No comments were received on this Section, which is adopted as proposed with some nonsubstantive editorial corrections, including a revision to the service-of-process clause to clarify that the designated agent receives process on behalf of the assuming insurer.

**Section 14 (Reinsurance contracts – permitted provisions) (formerly Section 10):** This Section has been renamed to clarify that it regulates the optional terms of reinsurance contracts. The amendments to this Section bring it into conformity with current Model Regulation standards, deleting some material that is more appropriate elsewhere in the Rule, with some technical revisions, and clarify that this Section does not apply to multibeneficiary trusts because it contemplates that no other insurer has any interest in or rights to draw from the trust. The only comment on this Section was submitted by Allstate, which pointed out a typographical error in Part I, Paragraph G(2). The intent was to shorten the final clause “... were held pursuant to subsection (1)(E)(c),” to “... were held.” However, the verb “held” was erroneously also marked for deletion in the Proposed Amendments. There is also a similar error earlier in the same sentence. The intent was to replace the phrase “average prime rate of interest” with a more precise calculation based on “the prime rate of interest applicable to the period or periods,” as was done in Part II, Subsection D. However, the repealed word “average” was inadvertently marked as an addition instead of a deletion. Both errors have been corrected, along with some nonsubstantive editorial corrections. This Section is otherwise adopted as proposed.

**Section 15 (Letters of credit) (formerly Section 11):** The amendments to this Section update it to conform to current Model Regulation standards. As with the previous Section, the only comment was Allstate’s identification of a typographical error. In Subsection 15(H), the intent was to change “an extension” to “a reasonable extension,” but the word “an” was inadvertently marked as an addition instead of a deletion. The error has been corrected, and this Section is otherwise adopted as proposed.

**Section 16 (Other security) (formerly Section 12):** The amendments to this Section update it to bring it into conformity with the current version of Model Regulation Section 13, except where the existing Rule is stronger. Dirigo Re proposed that “the Superintendent ought to have the discretion to determine that however it is formulated, there is enough money and financial capability standing behind an entity so that you would choose to recognize that.” That much discretion would not be safe. The Model Act provisions that specifically require licensure,

accreditation, certification, or 100% collateral are the result of extensive experience with reinsurance-related insolvencies. The “financial wherewithal” must not only exist, but be subject to regulatory supervision and pledged to the benefit of the ceding insurer.

No other comments were received on this Section. A punctuation error has been corrected, replacing the period after Subsection C with a semicolon, and the amendments are otherwise adopted as proposed.

**Section 17 (Effective date) (formerly Section 13):** The name has been changed, and the effective date of the original rule and a placeholder for these amendments have been added. Existing Section 14, an outdated transition clause, is repealed. No comments were received on these amendments. Numbering errors have been corrected in the section heading, identified by Allstate, and the table-of-contents entry, and the year of adoption has been updated to 2016. The amendments are otherwise adopted as proposed.

**Appendix: Form AR-1:** The amendments to this Form remove nonconforming language requiring submission to the jurisdiction of “any other state,” and restore the title line which was inadvertently omitted. No comments were received on these amendments, which are adopted as proposed. The Proposed Amendments indicated that a capitalization error had also been corrected, but the existing rule did not actually contain that error.

**Appendices: Forms CR-1, CR-F, and CR-S (new):** No comments were received on the amendments adding these Forms. CR-1 is the counterpart of Form AR-1 for certified reinsurers, and CR-F and CR-S are required informational filings on reinsurance ceded and assumed by certified reinsurers. An extraneous number “9999999,” which was the result of a formatting error in the NAIC Model, has been deleted from the lower left-hand corner of each page of Form CR-F. The amendments are otherwise adopted as proposed.

## Comparison of Proposed and Adopted Amendments

Changes from existing Rule 740 are shown as follows:

Language added as proposed: underlined

Further additions that have been adopted: double underlined

Proposed additions that were not adopted: ~~underlined and struck through~~

Language deleted as proposed: ~~struck through~~

Further deletions that have been adopted: ~~double struck through~~

### Amendments to Rule 740 CREDIT FOR REINSURANCE

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**Section 1. Authority**

This rule is promulgated pursuant to Title 24-A M.R.S.A. §§ 212 and 731-B.

**Section 2. Purpose**

The purpose of this rule is to set forth procedural requirements to carry out the provisions of the law on credit for reinsurance as set forth in Title 24-A M.R.S.A. § 731-B, for the protection of ceding insurers in this State and their policyholders.

**Section 3. Severability**

If any provision of this rule or its application to any person or circumstance is held invalid, such determination shall not affect other provisions or applications of this rule which can be given effect without the invalid provision or application.

**Section 4. Definitions**

As used in this rule the following terms have the following meanings:

- A. “*Jurisdiction*” means any state, district, or territory of the United States, ~~and~~ any lawful national government, and any supranational body or subdivision or dependency of a national government that is internationally ~~authorized~~ ~~recognized~~ as exercising regulatory authority over the business of insurance.
- B. “*Substantially similar*” standard means credit for reinsurance standards which the Superintendent determines equal or exceed the standards of Title 24-A M.R.S.A. § 731-B and this rule in all material respects.
- C. “*Beneficiary*” means the entity for whose ~~sole~~ benefit a trust has been established and includes any successor by operation of law of the ~~named~~ beneficiary, including without limitation any liquidator, rehabilitator, receiver, or conservator.
- D. “*Grantor*” means the entity that has established a trust for the ~~sole~~ benefit of the beneficiary. For a trust established pursuant to a reinsurance agreement, the grantor is generally the assuming insurer.
- E. “*Obligations*” under a reinsurance agreement means:
  - (1) For business ceded by property and casualty insurers:
    - ~~(a)~~ (a) Reinsured losses, allocated loss expenses, and unallocated loss expenses if a part of the reinsurance agreement, paid by the ceding company but yet to be recovered from the assuming insurer;
    - ~~(2) (b)~~ (b) Reserves for reinsured losses reported and outstanding;
    - ~~(3) (c)~~ (c) Reserves for reinsured losses incurred but not reported;
    - ~~(4) (d)~~ (d) Reserves for allocated reinsured loss expenses, and, if ~~provided in~~ unallocated loss expenses are covered by the agreement, reserves for unallocated reinsured loss expenses; and
    - ~~(5) (e)~~ (e) Reserves for unearned premiums.
  - (2) For business ceded by life and health insurers:
    - ~~(a)~~ (a) Aggregate reserves for life policies and contracts net of policy loans and net due and deferred premiums;
    - ~~(b)~~ (b) Aggregate reserves for accident and health policies;
    - ~~(c)~~ (c) Deposit funds and other liabilities without life or disability contingencies; and
    - ~~(d)~~ (d) Liabilities for policy and contract claims.

(3) Obligations shall be determined on a gross basis without regard to retrocessions.

F. “Licensed” means licensed under Title 24-A M.R.S.A. § 410, under some other law of this State or another state that entails an obligation to maintain risk-based capital in compliance with standards established by the National Association of Insurance Commissioners (NAIC) and to file statutory financial statements in compliance with the NAIC *Accounting Practices and Procedures Manual*, or under foreign licensing requirements that the Superintendent determines to be the analogous standards in that jurisdiction for commercial insurers or professional reinsurers.

### **Section 5. ~~Reinsurers~~ Reinsurers licensed in this state ~~State~~**

Pursuant to Title 24-A M.R.S.A. § 731-B(1)(A), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to ~~assuming insurers which were~~ an assuming insurer which has been licensed in this State as of the date of filing of at all times ~~on~~ for which credit for reinsurance under this section is claimed on the ceding insurer’s statutory financial statement ~~filed (as required pursuant to Title 24-A M.R.S.A. § 414) 423 or 423-A.~~

### **Section 6. Certified reinsurers**

A. In General. Pursuant to Title 24-A M.R.S.A. § 731-B(1)(B-2), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to an assuming insurer that has been certified as a reinsurer in this State at all times for which statutory financial statement credit for reinsurance is claimed under this section.

B. Security. The credit allowed shall be based upon the security held by or on behalf of the ceding insurer in accordance with a rating assigned to the certified reinsurer by the Superintendent. The security shall be in a form consistent with the requirements of Title 24-A M.R.S.A. §§ 731-B(1)(B-2) and 731-B(3) and either Paragraph (2) of this subsection or Section 11, 15, or 16 of this rule.

(1) The amount of security must equal or exceed the following percentage of the reinsured obligations for which credit is claimed:

<u>Rating</u>	<u>Security Required</u>
<u>Secure – 1</u>	<u>0%</u>
<u>Secure – 2</u>	<u>10%</u>
<u>Secure – 3</u>	<u>20%</u>
<u>Secure – 4</u>	<u>50%</u>
<u>Secure – 5</u>	<u>75%</u>
<u>Vulnerable – 6</u>	<u>100%</u>

(2) The security may be provided through a multibeneficiary trust meeting the requirements of ~~Subsection~~ Section 10, with the following modifications:

(a) The qualifying assets held in the trust must equal or exceed the percentage specified in Paragraph (1) of the aggregate obligations secured by the trust, plus a surplus of at least \$10,000,000.

(b) If the certified reinsurer also maintains a multibeneficiary trust for obligations required to be fully secured under Section 10 or comparable requirements of other states, the certified reinsurer shall maintain separate trust accounts for its obligations secured under this section or comparable requirements of other United States jurisdictions and for its obligations that are required to be fully secured. The trust accounts may not be approved as qualifying security unless the reinsurer has bound itself, by the language of the trust and by agreement with the insurance regulator with principal oversight of each such trust account, to apply, upon termination of any such trust account, the remaining surplus of that trust to the extent necessary to fund any deficiency of any other such trust account.

(3) Affiliated reinsurance transactions shall receive the same opportunity for reduced security requirements as all other reinsurance transactions.

(4) The Superintendent shall require the certified reinsurer to post 100% security for the benefit of the ceding insurer or its estate upon the entry of an order of rehabilitation, liquidation, or conservation against the ceding insurer.

(5) In order to facilitate the prompt payment of claims, ~~the Superintendent may permit~~ a certified reinsurer ~~shall not be required to post to defer posting~~ security for catastrophe recoverables for a



period of up to one year from the date of the first instance of a liability reserve entry by the ceding company as a result of a loss from a catastrophic occurrence as recognized by the Superintendent. The one-year deferral period is contingent upon the certified reinsurer continuing to pay claims in a timely manner, and applies only to reinsurance recoverables for the following lines of business as reported on the NAIC annual financial statement and related specifically to the catastrophic occurrence:

- (a) Line 1: Fire
  - (b) Line 2: Allied Lines
  - (c) Line 3: Farmowners multiple peril
  - (d) Line 4: Homeowners multiple peril
  - (e) Line 5: Commercial multiple peril
  - (f) Line 9: Inland Marine
  - (g) Line 12: Earthquake
  - (h) Line 21: Auto physical damage
- (6) Credit for reinsurance under this section shall apply only to reinsurance contracts entered into or renewed on or after the effective date of the certification of the assuming insurer. Any reinsurance contract entered into before the effective date of the certification of the assuming insurer that is subsequently amended ~~by the parties~~ after ~~the effective date of the certification of the assuming insurer~~ that date to permit reduced collateral, or a new reinsurance contract covering any risk for which collateral was provided previously, shall only be subject to this section with respect to losses incurred and reserves reported on or after the effective date of the amendment or new contract.
- (7) Nothing in this subsection shall prohibit the parties to a reinsurance agreement from agreeing to provisions establishing security requirements that exceed the minimum security requirements established for certified reinsurers under this subsection.

### C. Certification Procedure

- (1) A reinsurer requesting to be certified by the Superintendent shall apply using the application form developed by the NAIC, or as otherwise specified by the Superintendent. The Superintendent shall post notice on the Bureau of Insurance Web site promptly upon receipt of any application for certification, with instructions on how members of the public may respond to the application. The Superintendent may not take final action on the application until at least 30 days after posting the notice required by this paragraph.
- (2) Upon approval of a reinsurer's application for certification, the Superintendent shall assign a rating in accordance with this subsection and issue written notice to the reinsurer of its certification and rating. The Superintendent shall publish a list of all certified reinsurers and their ratings.
- (3) In order to be eligible to receive and maintain certification, a reinsurer must meet the following requirements:
- (a) The reinsurer must be domiciled and licensed to transact insurance or reinsurance in a jurisdiction that has been determined by the Superintendent to be a qualified jurisdiction pursuant to Subsection D.
  - (b) The reinsurer must maintain capital and surplus, or its equivalent, of no less than \$250,000,000 calculated in accordance with Subparagraph (7)(d). This requirement may also be satisfied by an association including incorporated and individual unincorporated underwriters having minimum capital and surplus equivalents (net of liabilities) of at least \$250,000,000 and a central fund containing a balance of at least \$250,000,000.
  - (c) The reinsurer must maintain financial strength ratings from two or more rating agencies deemed acceptable by the Superintendent. These ratings must be based on interactive communication between the rating agency and the assuming insurer and may not be based solely on publicly available information. Acceptable rating agencies include the following:
    - (i) Standard & Poor's;
    - (ii) Moody's Investors Service;
    - (iii) Fitch Ratings;
    - (iv) A.M. Best Company; or
    - (v) Any other Nationally Recognized Statistical Rating Organization.



- (d) The reinsurer must comply with any other requirements reasonably imposed by the Superintendent.
- (4) Each certified reinsurer shall be rated on a legal entity basis, with due consideration being given to the group rating where appropriate, except that an association including incorporated and individual unincorporated underwriters that has been approved to do business as a single certified reinsurer may be evaluated on the basis of its group rating. Factors that may be considered as part of the evaluation process include, but are not limited, to, the following:
- (a) The certified reinsurer’s financial strength ratings from acceptable rating agencies. Unless an exception is granted in accordance with Subsection I, the Superintendent may not assign a rating that exceeds the lowest regulatory rating corresponding in the table below to the financial strength rating that any of the listed rating agencies assigns the certified reinsurer. A failure to obtain or maintain at least two financial strength ratings from acceptable rating agencies shall result in loss of eligibility for certification:

<b><u>Regulatory</u></b>	<b><u>A.M. Best</u></b>	<b><u>S &amp; P</u></b>	<b><u>Moody’s</u></b>	<b><u>Fitch</u></b>
<u>Secure – 1</u>	<u>A++</u>	<u>AAA</u>	<u>Aaa</u>	<u>AAA</u>
<u>Secure – 2</u>	<u>A+</u>	<u>AA+, AA, AA-</u>	<u>Aa1, Aa2, Aa3</u>	<u>AA+, AA, AA-</u>
<u>Secure – 3</u>	<u>A</u>	<u>A+, A</u>	<u>A1, A2</u>	<u>A+, A</u>
<u>Secure – 4</u>	<u>A-</u>	<u>A-</u>	<u>A3</u>	<u>A-</u>
<u>Secure – 5</u>	<u>B++, B+</u>	<u>BBB+, BBB, BBB-</u>	<u>Baa1, Baa2, Baa3</u>	<u>BBB+, BBB, BBB-</u>
<u>Vulnerable – 6</u>	<u>B or lower</u>	<u>BB+ or lower</u>	<u>Ba1 or lower</u>	<u>BB+ or lower</u>

- (b) The business practices of the certified reinsurer in dealing with its ceding insurers, including its record of compliance with reinsurance contractual terms and obligations;
- (c) For a certified reinsurer domiciled in the United States, a review of the most recent applicable NAIC Annual Statement Blank, including in particular Schedule F for property/casualty reinsurers or Schedule S for life and health reinsurers;
- (d) For a certified reinsurer not domiciled in the United States, an annual review of filings with its domiciliary regulator comparable to the NAIC annual statement, together with Form CR-F or Form CR-S as applicable, filed with the Superintendent pursuant to Subparagraph 7(b);
- (e) The reputation of the certified reinsurer for prompt payment of claims under reinsurance agreements, based on an analysis of ceding insurers’ Schedule F reporting of overdue reinsurance recoverables, including the proportion of obligations that are more than 90 days past due or are in dispute, with specific attention given to obligations payable to companies that are in administrative supervision or receivership;
- (f) Regulatory actions against the certified reinsurer;
- (g) The audited financial statements of the certified reinsurer, on both a legal entity and an enterprise basis, for at least the three most recent years, together with reports of the independent auditor and actuarial opinions;
- (h) The liquidation priority of obligations to a ceding insurer in the certified reinsurer’s domiciliary jurisdiction in the context of an insolvency proceeding;
- (i) The certified reinsurer’s participation in any solvent scheme of arrangement, or similar procedure, that involves United States ceding insurers;
- (j) Any material uncertainty regarding the fitness or financial condition of the reinsurer resulting from the unavailability of information specified in this paragraph; and
- (k) Any other information deemed relevant by the Superintendent.
- (5) Based on the analysis conducted under Subparagraph 4(e) of a certified reinsurer’s reputation for prompt payment of claims, the Superintendent may make appropriate adjustments in the security the certified reinsurer is required to post to protect its liabilities to United States ceding insurers. The Superintendent shall reduce the certified reinsurer’s rating by at least one level below the level indicated by the chart in Subparagraph (4)(a) if the Superintendent finds that either:

- (a) ~~more~~ More than 15% of the certified reinsurer's ceding insurance clients have undisputed reinsurance recoverables on paid losses in excess of \$100,000 that are overdue by 90 days or more; or
  - (b) ~~the~~ The aggregate amount of undisputed reinsurance recoverables on paid losses that are overdue by 90 days or more exceeds \$50,000,000.
- (6) Each certified reinsurer must agree to comply with the provisions of this rule and the applicable provisions of Title 24-A M.R.S.A. § 731-B, and must submit a properly executed Form CR-1, attached as an appendix to this rule, as evidence of its submission to the jurisdiction of this State, appointment of the Superintendent as an agent for service of process in this State, and agreement to provide security for 100% of the assuming insurer's obligations attributable to reinsurance ceded by United States ceding insurers if ~~it~~ the assuming insurer resists enforcement of a final United States judgment. The Superintendent shall not certify any assuming insurer that is domiciled in a jurisdiction that the Superintendent has determined does not adequately and promptly enforce final United States judgments or arbitration awards.
- (7) Each certified reinsurer and each applicant for certification must, as a condition of certification, file the following information with the Superintendent:
- (a) Notification within 10 days of any regulatory actions taken against the certified reinsurer, any change in the provisions of its domiciliary license, or any change in rating by an approved rating agency, including a statement describing such changes and the reasons therefor;
  - (b) Annually, Form CR-F for property/casualty reinsurers or Form CR-S for life/health reinsurers, attached as appendices to this rule;
  - (c) Annually, the report of the independent auditor on the financial statements of the insurance enterprise, on the basis described in Subparagraph (d);
  - (d) Annually, an audited financial statement, an actuarial opinion, and if applicable any additional financial statements or reports that the certified reinsurer is required to file with insurance or securities regulators in its domiciliary jurisdiction. With the initial application for certification, audited financial statements, actuarial opinions, and regulatory filings for the most recent three years. If the audited financial statement is not prepared on a United States statutory or GAAP basis, it shall include an audited footnote reconciling equity and net income to a United States statutory or GAAP basis, or, with the permission of the Superintendent, an audited IFRS statement may include a reconciliation to United States GAAP certified by an officer of the company;
  - (e) At least annually, an updated list of all disputed and overdue reinsurance claims regarding reinsurance assumed from ceding insurers domiciled in the United States;
  - (f) A certification from the certified reinsurer's domiciliary regulator that the certified reinsurer is in good standing and maintains capital in excess of the jurisdiction's highest regulatory action level;
  - (g) Prior notice to the Superintendent, if the certified reinsurer proposes participation in any solvent scheme of arrangement or similar procedure; and
  - (h) Any other information that the Superintendent may reasonably require.
- (8) Change in Rating or Revocation of Certification:
- (a) In the case of a downgrade by a rating agency or other disqualifying circumstance, the Superintendent shall upon written notice assign a new rating to the certified reinsurer in accordance with the requirements of Paragraph (4).
  - (b) The Superintendent has the authority to suspend, revoke, or otherwise modify a certified reinsurer's certification at any time if the certified reinsurer fails to meet its obligations or security requirements under this section, or if other financial or operating results of the certified reinsurer, or documented significant delays in payment by the certified reinsurer, lead the Superintendent to reconsider the certified reinsurer's ability or willingness to meet its contractual obligations. If a certified reinsurer's domiciliary jurisdiction ceases to be a qualified jurisdiction, then the Superintendent may suspend the reinsurer's certification indefinitely, in lieu of revocation.
  - (c) If the rating of a certified reinsurer is upgraded by the Superintendent, the certified reinsurer may meet the security requirements applicable to its new rating on a prospective basis, but the Superintendent shall require the certified reinsurer to post security under the

previously applicable security requirements as to all contracts in force on or before the effective date of the upgraded rating. If the rating of a certified reinsurer is downgraded by the Superintendent, the Superintendent shall require the certified reinsurer to meet the security requirements applicable to its new rating for all business it has assumed as a certified reinsurer.

- (d) Upon revocation of the certification of a certified reinsurer by the Superintendent, the assuming insurer shall be required to post security in accordance with Sections 10 through 16 in order for the ceding insurer to continue to take credit for reinsurance ceded to the assuming insurer. If funds continue to be held in trust in accordance with Paragraph B(2), the Superintendent may allow additional credit equal to the ceding insurer's *pro rata* share of such funds, discounted to reflect the risk of uncollectibility and anticipated expenses of trust administration. Notwithstanding the change of a certified reinsurer's rating or revocation of its certification, a domestic insurer that has ceded reinsurance to that certified reinsurer may not be denied credit for reinsurance for a period of three months for all reinsurance ceded to that certified reinsurer, unless the reinsurance is found by the Superintendent to be at high risk of uncollectibility.

D. Qualified Jurisdictions

- (1) If, upon conducting an evaluation under this section with respect to the reinsurance supervisory system of any alien assuming insurer, the Superintendent in his or her discretion determines that the jurisdiction meets the requirements to be recognized as a qualified jurisdiction, the Superintendent shall publish notice and evidence of such recognition in an appropriate manner. The Superintendent may establish a procedure to withdraw recognition of those jurisdictions that are no longer qualified.
- (2) In order to determine whether the domiciliary jurisdiction of an alien assuming insurer is eligible to be recognized as a qualified jurisdiction, the Superintendent shall evaluate the jurisdiction's reinsurance supervisory system, both initially and on an ongoing basis, and consider the rights, benefits, and the extent of reciprocal recognition afforded by the jurisdiction to reinsurers licensed and domiciled in the United States. The Superintendent shall determine the appropriate approach for evaluating the qualifications of such jurisdictions, and create and publish a list of jurisdictions whose reinsurers may be approved by the Superintendent as eligible for certification. A qualified jurisdiction must agree in writing to share information and cooperate with the Superintendent with respect to all certified reinsurers domiciled within that jurisdiction. Additional factors to be considered by the Superintendent in determining whether to recognize the assuming insurer's domicile as a qualified jurisdiction include but are not limited to the following:
- (a) The framework under which the assuming insurer is regulated;
  - (b) The structure and authority of the domiciliary regulator with regard to solvency regulation requirements and financial surveillance;
  - (c) The substance of financial and operating standards for reinsurers domiciled in the jurisdiction;
  - (d) The form and substance of financial reports required to be filed or made publicly available by reinsurers in the domiciliary jurisdiction and the accounting principles used;
  - (e) The willingness of the jurisdiction's regulator to cooperate with United States regulators in general and the Superintendent in particular;
  - (f) The history of performance by assuming insurers in the jurisdiction;
  - (g) Any documented evidence of substantial problems with the enforcement of final United States judgments in the domiciliary jurisdiction. A jurisdiction may not be recognized as a qualified jurisdiction if the Superintendent has determined that it does not adequately and promptly enforce final United States judgments or arbitration awards;
  - (h) Any relevant international standards or guidance with respect to mutual recognition of reinsurance supervision adopted by the International Association of Insurance Supervisors or successor organization; and
  - (i) Any other matters deemed relevant by the Superintendent.
- (3) If the NAIC has published a list of recommended qualified jurisdictions, the ~~superintendent~~ Superintendent shall defer to that list in determining whether or not a jurisdiction is a qualified jurisdiction, ~~but may make exceptions~~ subject to the procedures ~~for exceptions under established~~ in Subsection I.

- (4) United States jurisdictions that meet the requirements for accreditation under the NAIC financial standards and accreditation program shall be recognized as qualified jurisdictions.
- (5) If more than one licensing regime with substantially different standards is maintained or recognized by the same jurisdiction, the Superintendent may evaluate each such licensing regime separately for purposes of determining whether to recognize it as a qualified jurisdiction under this subsection.

E. Recognition of Certification Issued by an NAIC-Accredited Jurisdiction

- (1) If an applicant for certification is domiciled in a qualified jurisdiction and has been certified as a reinsurer in an NAIC-accredited jurisdiction, referred to in this subsection as the “lead state,” the Superintendent has the discretion to defer to the lead state’s certification, and to defer to the rating assigned by the lead state, if the assuming insurer submits a properly executed Form CR-1 and such additional information as the Superintendent requires. In determining whether to grant certification under this subsection, the Superintendent shall give due consideration to any procedures established by the NAIC for lead-state certification and to any recommendations the NAIC Reinsurance Financial Analysis Working Group, or its successor organization, has made regarding the certification or rating of the applicant.
- (2) If a reinsurer has been certified pursuant to this subsection, any change in the certified reinsurer’s status or rating in the lead state shall apply automatically in this State as of the date it takes effect in the lead state. The certified reinsurer shall notify the Superintendent of any change in its status or rating within 10 days after receiving notice of the change.
- (3) The Superintendent may withdraw recognition of the lead state’s rating at any time and assign a new rating in accordance with Paragraph C(8).
- (4) The Superintendent may withdraw recognition of the lead state’s certification at any time, with written notice to the certified reinsurer. Unless the Superintendent suspends or revokes the certified reinsurer’s certification in accordance with Subparagraph C(8)(b) of this section, the certified reinsurer’s certification shall remain in good standing in this State for a period of three months, which shall be extended if additional time is necessary to consider the assuming insurer’s application for certification in this State.

F. Mandatory Funding Clause. In addition to the clauses required under Section 13, any reinsurance contracts entered into or renewed under this section shall include a proper funding clause, which requires the certified reinsurer to provide and maintain security in an amount sufficient to avoid the imposition of any financial statement penalty on the ceding insurer under this section for reinsurance ceded to the certified reinsurer.

G. Reporting by Superintendent. The Superintendent shall comply with all reporting and notification requirements that may be established by the NAIC with respect to certified reinsurers and qualified jurisdictions.

H. Confidentiality. The Superintendent shall safeguard the confidentiality of all information filed or disclosed by a certified reinsurer or applicant for certification that is not otherwise publicly available and that is protected from public disclosure by Maine law, including the provisions of Title 24-A M.R.S.A. § 216(5) that protect shared regulatory information that is confidential under the laws of the reinsurer’s domiciliary jurisdiction.

- (1) The Superintendent’s acquisition of relevant information through the examination process or through information sharing with the reinsurer’s domiciliary regulator satisfies applicable filing requirements for that information, subject to the Superintendent’s authority to require the reinsurer to attest to the accuracy of the information.
- (2) For any information that is a trade secret or its equivalent under the laws of the reinsurer’s domiciliary jurisdiction, the Superintendent shall give due consideration to that protected status when determining whether it should be protected as a trade secret under Maine law.
- (3) The Superintendent may grant an exception ~~under in accordance with~~ Subsection I from filing certain documents otherwise required by this section if the reinsurer provides access to all relevant information and the Superintendent finds that the reinsurer has shown good cause for withholding the documents from filing in this State and that the information the Superintendent has reviewed is sufficient to enable a fully informed decision.

I. Exceptions. ~~After~~ The Superintendent may only grant exceptions from the requirements of this section as authorized by the applicable provisions of this section for good cause shown, after notice and an opportunity for an adjudicatory hearing. ~~the Superintendent may grant exceptions to designated provisions~~

~~of this section for good cause shown.~~ Any exception granted ~~under this subsection~~ must be consistent with the purposes of this section and supported by detailed findings of fact.

### **Section 7. Required filings by reinsurers not licensed or certified in this State**

In order for credit to be granted under Sections 8, 9, or 10 for reinsurance ceded to an unlicensed reinsurer, the reinsurer must file a properly executed Form AR-1, as shown in the appendix to this rule, as evidence of its submission to this State's jurisdiction and to this State's authority to examine its books and records at the reinsurer's expense. Upon request of the Superintendent, the reinsurer shall provide any information requested by the Superintendent that is relevant to its financial condition or otherwise relevant to determining its continuing qualification under the relevant provisions of this rule. Annual regulatory statements and annual audited financial statements filed with the NAIC and made available to the Superintendent by the NAIC are deemed to be filed with the Superintendent, and no additional filings are required unless otherwise ordered by the Superintendent.

### **Section 8. Accredited reinsurers**

Pursuant to Title 24 A M.R.S.A. § 731-B(1)(B-1), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to an assuming insurer which has been accredited as a reinsurer in this State at all times for which statutory financial statement credit is claimed under this section. If the Superintendent determines that an accredited reinsurer has failed to meet or maintain any of the qualifications for accreditation, the Superintendent may suspend or revoke the reinsurer's accreditation after written notice and opportunity for hearing. Credit for reinsurance shall not be allowed under this section if the assuming insurer's accreditation has been revoked by the Superintendent, or if the reinsurance was ceded while the assuming insurer's accreditation was under suspension by the Superintendent.

### **Section 6 9. Reinsurer Reinsurers domiciled and licensed in ~~another state~~ other states**

Pursuant to Title 24 A M.R.S.A. § 731-B(1)(B), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to an assuming insurer which is has been domiciled and licensed in another State that employs standards regarding credit for reinsurance substantially similar to those applicable in Section 731-B, ~~and as of the date of the ceding insurer's statutory financial statement, files~~ at all times for which statutory financial statement credit for reinsurance is claimed under this section, has filed evidence of its submission to this State's authority to examine its books and records, ~~appoints the Superintendent as its~~ has appointed an agent to receive service of legal process pursuant to Title 24-A M.R.S.A. § 421, ~~and submits~~ has submitted to the authority of any court of competent jurisdiction in the State of Maine or any other ~~state~~ state in the United States for the adjudication of any issues arising out of the reinsurance agreement(s), and maintains a surplus as regards policyholders in an amount not less than \$20,000,000. An insurer with a qualifying United States port of entry, as determined by the Superintendent pursuant to Title 24-A M.R.S.A. § 413-A(1), is considered domiciled in that State. The minimum surplus requirement does not apply to reinsurance ceded and assumed pursuant to pooling arrangements approved by the Superintendent among insurers in the same holding company system.

### **Section 7 10. Reinsurers maintaining multibeneficiary trust funds**

A. Pursuant to Title 24-A M.R.S.A. § 731-B(1)(C), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to an assuming insurer ~~if, as of the date of the ceding insurer's statutory financial statement, it maintains~~ that has, at all times for which statutory financial statement credit for reinsurance is claimed under this section, maintained a trust fund in ~~an amount prescribed herein~~ compliance with this section and other applicable provisions of this rule in a qualified United States financial institution (as defined in Title 24-A M.R.S.A. § 731-B(4-A)), for the payment of the valid claims of its United States ~~policyholders and~~ ceding insurers, their assigns and successors in interest. The assuming insurer shall report annually to the Superintendent substantially the same information as that required to be reported on the NAIC annual statement form by licensed insurers, to enable the Superintendent to determine the sufficiency of the trust fund. In addition to other requirements, multibeneficiary trust funds shall be maintained as follows:

- (1) The trust for a single assuming insurer must consist of a trustee account ~~representing the assuming insurer's liabilities attributable to business written in the United States~~ in an amount not less than the assuming insurer's obligations attributable to reinsurance ceded by United States insurers, excluding obligations that are otherwise secured by acceptable means, and, in addition, include a trustee surplus of at least \$20,000,000, except as otherwise provided in this paragraph. At any time after the assuming insurer has permanently discontinued underwriting new business

secured by the trust for at least three full years, the insurance regulator with principal oversight of the trust may authorize a reduction in the required trustee surplus, but only after a finding, based on an assessment of the risk, that the new required surplus level is adequate for the protection of United States ceding insurers, policyholders, and claimants in light of reasonably foreseeable adverse loss development. The risk assessment may involve an actuarial review, including an independent analysis of reserves and cash flows, and shall consider all material risk factors, including when applicable the lines of business involved, the stability of the incurred loss estimates, and the effect of the surplus requirements on the assuming insurer's liquidity or solvency. The minimum required trustee surplus may not be reduced to an amount less than 30% of the assuming insurer's obligations attributable to reinsurance ceded by United States ceding insurers covered by the trust.

(2) ~~The trust fund for a group of individuals that constitutes a syndicate of unincorporated alien including incorporated and individual unincorporated underwriters shall consist of a trustee account representing the group's aggregate liabilities attributable to business written in the United States be subject to the following requirements:~~

(a) ~~The trust may consist in part of accounts restricted to the liabilities of particular underwriters, syndicates, or years of account, but no surplus in any such account may be offset against a deficit in another account in determining the overall sufficiency of the trust. The funds held in trust must collectively include the following:~~

(i) ~~Funds in trust in an amount not less than the respective underwriters' several obligations, excluding obligations that are otherwise secured by acceptable means, attributable to business ceded by United States-domiciled ceding insurers to any member of the group under reinsurance agreements with an inception, amendment, or renewal date on or after January 1, 1993;~~

(ii) ~~Funds in trust in an amount not less than the respective underwriters' several insurance and reinsurance obligations, excluding obligations that are otherwise secured by acceptable means, attributable to business written in the United States under reinsurance agreements with an inception date on or before December 31, 1992, and not amended or renewed after that date, and under any insurance contracts secured by the same trust accounts; and, in~~

(iii) ~~In addition, include a trustee surplus of at least \$100,000,000 which must be held jointly for the benefit of United States ceding insurers of any member of the group for any year of account.~~

(b) ~~The incorporated members of the group shall not be engaged in any business other than underwriting as a member of the group and must be subject to the same level of regulation and solvency control by the group's domiciliary regulator as are the unincorporated members. The group shall, within 90 days after its financial statements are due to be filed with the group's domiciliary regulator, make available to the Superintendent an:~~

(i) ~~An annual certification by the group's domiciliary regulator and the independent public accountants of the solvency of each underwriter member of the group; or~~

(ii) ~~If a certification is unavailable, a financial statement, prepared by independent public accountants, of each underwriter member of the group.~~

(3) ~~The trust for a group of incorporated insurers under common administration that is under the supervision of the Department of Trade and Industry of the United Kingdom which possesses aggregate policyholders' surplus of \$10,000,000,000 (calculated and reported in substantially the same manner as prescribed by the annual statement instructions and accounting practices and procedures of the National Association of Insurance Commissioners) and which has continuously transacted an insurance business outside the United States for at least three (3) years immediately prior to the date of filing of the ceding insurer's statutory financial statement, must be in an amount equal to the group's several liabilities attributable to business written in the United States. In addition, the group shall maintain a joint trustee surplus of which \$100,000,000 shall be held jointly for the benefit of United States ceding insurers of any member of the group. The group shall file evidence of the group's submission to this State's authority to examine the books and records of any of its members and shall certify that any member examined will bear the expense of any such examination, appoints the Superintendent as its agent to receive service of legal process~~



~~pursuant to Title 24-A M.R.S.A. § 421, and submits to the authority of any court of competent jurisdiction in the State of Maine or any other State in the United States for the adjudication of any issues arising out of the reinsurance agreement(s). The group shall make available to the Superintendent annual certifications by the members' domiciliary regulators and their independent public accountants of the solvency of the members of the group.~~

B. ~~A reinsurer maintaining trust funds in conjunction with a reinsurance agreement pursuant to this section must establish a trust in a form approved by the Superintendent which complies with Title 24-A M.R.S.A. § 731-B(1)(C)(5) and this rule. The form of the trust and any trust amendments shall also be filed with the Superintendent and with the other domiciliary regulators of ceding insurers. The trust instrument shall provide that:~~

- ~~(1) Contested claims shall be valid and enforceable out of funds in trust to the extent remaining unsatisfied 30 days after entry of the final order of any court of competent jurisdiction in the United States;~~
- ~~(2) Legal title to the assets of the trust shall be vested in the trustee for the benefit of all of the grantor's United States ceding insurers, their assigns and successors in interest. They shall be the sole beneficiaries of the trust, except for trusts that were established before January 1, 1993, for the benefit of both cedents and direct policyholders that are and fully funded in compliance with Subparagraph A(2)(a) of this section;~~
- ~~(3) The trust shall be subject to examination as determined by the Superintendent or by other domiciliary regulators of any United States ceding insurer;~~
- ~~(4) The trust shall remain in effect for as long as the assuming insurer, or any member or former member of a group of insurers, shall have outstanding obligations under reinsurance agreements subject to the trust; and~~
- ~~(5) No later than February 28 of each year, the trustee of the trust shall report to the Superintendent in writing setting forth the balance in the trust and listing the trust's investments at the preceding year-end, and shall certify the date of termination of the trust, if so planned, or certify that the trust shall not expire before the end of the current year;~~
- ~~(6) Notwithstanding any other provisions in the trust instrument, if the trust fund is inadequate because it contains an amount less than the amount required by Subsection A, or if the grantor of the trust has been declared insolvent or placed into receivership, rehabilitation, liquidation, or similar proceedings under the laws of its state or country of domicile:
  - ~~(a) The trustee shall comply with an order of the insurance regulator with oversight over the trust or with an order of a court of competent jurisdiction directing the trustee to transfer all of the assets of the trust fund to the insurance regulator with oversight over the trust, or other designated receiver.~~
  - ~~(b) The assets shall be distributed by and claims shall be filed with and valued by the insurance regulator with oversight over the trust in accordance with the laws of the state in which the trust is domiciled that govern the liquidation of insurance companies domiciled in that state.~~
  - ~~(c) If the insurance regulator with oversight over the trust determines that the assets of the trust fund or any part thereof are not necessary to satisfy the claims of the United States beneficiaries of the trust, the insurance regulator with oversight over the trust shall return the assets, or any part thereof, to the trustee for distribution in accordance with the trust agreement.~~
  - ~~(d) The grantor shall waive any right otherwise available to it under United States law that is inconsistent with this provision Paragraph.~~
  - ~~(e) If a trust fund has been determined to lack the surplus required by this subsection, the Superintendent shall have the discretion to grant credit for reinsurance recoveries for liabilities ceded before the ceding insurer had notice of the impairment of the trust, but the credit shall not to exceed an amount determined by the Superintendent to be fully secured by the trust notwithstanding the impairment.~~~~

C. ~~When established on or before the date of filing of the financial statement of the ceding insurer, a trust may be employed to reduce liability for reinsurance ceded to an unauthorized assuming insurer which is required to file financial statements with the Superintendent.~~

- ~~D.~~ The failure of any trust agreement to specifically identify the beneficiary as defined in Section 4 of this Rule shall not be construed to affect any actions or rights which the Superintendent or a statutory successor may take or possess pursuant to the provisions of the laws of this State.
- ~~E.~~ The reduction in liabilities of the ceding insurer is limited to the lesser of the current fair market value of trust assets or the value of the specific obligations under the reinsurance agreement.
- ~~C.~~ In determining the adequacy of the trust's funding, the Superintendent shall consider only the assets that have been permitted and valued by the insurance regulator with principal oversight over the trust under standards that the Superintendent has determined to be consistent with the purposes of this Rule.
- ~~D.~~ Notwithstanding any other provision of this section, it shall be a condition precedent for presentation of a claim by a ceding insurer to a trust established pursuant to this section that any specific security provided to the ceding insurer for the same reinsurance obligation in accordance with Sections 11, 15, or 16 of this rule has been applied, until exhausted, to the payment of the liabilities of the assuming insurer to the ceding insurer.

**Section 8 11. Required conditions of single-beneficiary trust agreements**

Pursuant to Title 24-A M.R.S.A. § 731-B(1)(D), the Superintendent shall allow credit for reinsurance ceded by a domestic insurer to an assuming insurer, under reinsurance contracts that comply with Sections 13 and 14, if at all times for which statutory financial statement credit is claimed under this section, a trust fund is maintained for the sole benefit of the ceding insurer, including any successor by operation of law, in compliance with this section and other applicable provisions of this rule. The credit allowed shall be limited to the lesser of the current fair market value of the trust assets or the amount of the reinsurance obligations secured by the trust.

- A. No amendment to the trust shall be effective unless reviewed and approved in advance by the Superintendent.
- ~~B.~~ ~~Claims remaining unsatisfied thirty (30) days after entry of a final order of any court of competent jurisdiction in the United States mandating payment shall be valid and enforceable against assets held in the trust.~~
- ~~C.~~ ~~The trust shall remain in effect as long as the assuming insurer, or any member or former member of a group of assuming insurers, shall have outstanding obligations under reinsurance agreements secured by the trust.~~
- ~~D B.~~ The trust agreement shall be entered into between the beneficiary, the grantor, and a trustee which shall be a qualified United States financial institution as defined in Title 24-A M.R.S.A. § 731-B(4-A).
- ~~E C.~~ All assets in the trust account credited thereunder shall be held by the trustee in the United States.
- ~~F D.~~ The trust agreement must provide that:
  - (1) The beneficiary shall have the right to withdraw assets from the trust account at any time, without notice to the grantor, subject only to written notice from the beneficiary to the trustee;
  - (2) No other statement or document is required to be presented in order to withdraw assets, except that the beneficiary may be required to acknowledge receipt of withdrawn assets;
  - (3) No other conditions or qualifications not contained in the trust agreement shall apply; and
  - (4) The agreement constitutes the entire agreement of the parties and no other documents will be referred to or apply, except as expressly provided in the agreement. Any such express exceptions must be consistent with Section 12 of this rule.
- ~~G E.~~ The trust agreement must require that the trustee:
  - (1) Receive and hold all assets transferred to the trustee in a fiduciary capacity safe place;
  - (2) Determine that all assets are in such form that the beneficiary, or the trustee upon direction by the beneficiary, may whenever necessary negotiate any such assets without consent or signature from the grantor or any other person or entity;
  - (3) Furnish a statement of trust assets to the grantor and the beneficiary at establishment and at intervals no less frequent than the end of each calendar quarter valued in accordance with current market value;
  - (4) Notify the grantor and the beneficiary within ten (10) days of any deposits to or withdrawals from the trust account;
  - (5) Upon written demand of the beneficiary, immediately take any and all steps necessary to transfer all right, title, and interest in the assets held in the trust account to the beneficiary and deliver physical custody of the assets to the beneficiary; and
  - (6) Permit ~~substitutions or~~ no withdrawals except on written instructions from the beneficiary, ~~subject to the limitations of Section 9. The trustee may, without the consent of but and permit no~~



substitutions of assets without written instructions from the beneficiary except as authorized pursuant to powers granted in compliance with Subsection 12(D), or, with notice to the beneficiary, upon call or maturity of any a trust asset, withdraw that asset upon condition that the proceeds are paid into the trust account.

- H.E. The trust agreement shall be made subject to and governed by the laws of the state in which the trust is established.
- I.G. The trust agreement shall prohibit invasion of the trust corpus for the purpose of paying compensation to, or reimbursing the expenses of, the trustee.
- H. The trust agreement shall provide that the trustee shall be liable for its negligence, willful misconduct, or lack of good faith.
- I. In order for a letter of credit to qualify as an asset of the trust, it must comply with Section 15, and the trust agreement or some other binding agreement approved by the Superintendent must give the trustee the right and the obligation to draw down the full amount of the letter of credit immediately and hold the proceeds in trust for the beneficiaries of the trust if the letter of credit will otherwise expire without being renewed or replaced, or if the Superintendent will no longer recognize it as a qualifying trust asset. The trust agreement must further provide that the trustee's failure to draw against the letter of credit in circumstances where a draw is required shall be deemed to be actionable negligence or willful misconduct.
- J. The trust agreement shall provide that written notification of termination must be delivered by the trustee to the beneficiary between 30 and 45 days before termination of the trust account.
- K. The failure of any trust agreement to specifically identify a beneficiary shall not be construed to affect any actions or rights that the Superintendent or a statutory successor may take or possess pursuant to the provisions of the laws of this State.
- L. Either the trust agreement or the reinsurance agreement must provide that assets deposited in the trust account shall be valued according to their current fair market value and shall consist only of cash in United States dollars, certificates of deposit issued by a United States bank and payable in United States dollars, letters of credit complying with Subsection 4-I, and investments permitted by the Maine Insurance Code, or any combination of the above, provided that investments in or issued by an entity controlling, controlled by, or under common control with either the grantor or the beneficiary of the trust shall not exceed 5% of total investments. The agreement may further specify the types of investments to be deposited. If the reinsurance agreement covers life, annuities or accident and health risks, then the provisions required by this paragraph must be included in the reinsurance agreement.

## **Section 9 12. Permitted conditions of trust agreements**

~~Notwithstanding other provisions of this Rule, when~~ When a trust agreement is established in conjunction with a reinsurance agreement, the trust agreement may contain the following provisions:

- A. ~~That Notwithstanding other provisions of this rule, where it is customary to provide a trust agreement for a specific purpose, a provision that~~ the ceding insurer, if it is not itself the subject of a delinquency proceeding, may undertake to use and apply amounts drawn upon the trust account, without diminution because of the insolvency of the ceding insurer or the assuming insurer, only for the following purposes:
- (1) To pay or reimburse the ceding insurer for the assuming insurer's share under the reinsurance agreement ~~regarding of~~:
    - (a) For life, annuity, and health risks, surrenders and benefits or losses paid by the ceding insurer under the terms and provisions of the policies reinsured under the reinsurance agreement, but not yet recovered from the assuming insurer, and premiums returned to policyowners on account of cancellations of policies reinsured under the reinsurance agreement, but not yet recovered from the assuming insurer; and
    - (b) For other risks, any losses and allocated loss expenses, or unallocated loss expenses if contained within the agreement, paid by the ceding insurer but not recovered from the assuming insurer, or ~~for~~ unearned premiums due to the ceding insurer if not otherwise paid by the assuming insurer;
  - (2) To make payment to the assuming insurer of any amounts held in the trust account in excess of:
    - (a) For life, annuity, and health risks, assets with a current fair market value that is at least the actual amount required to fund the assuming insurer's obligations under the reinsurance agreement.
    - (b) For other risks, assets with a current fair market value that is at least 102 percent of the actual amount required to fund the assuming insurer's obligations under the reinsurance

agreement as long as trust assets are recognized at current market value in applying the calculation; or

- (3) Where the ceding insurer has received notification of termination of the trust account and where the assuming insurer's ~~entire~~ obligations under the specific particular reinsurance agreement remain unliquidated and undischarged in whole or part ten (10) days prior to the termination date and have not been fully secured by replacement security approved by the Superintendent, to withdraw amounts equal to the unsecured obligations and deposit those amounts in the name of the ceding insurer in any qualified United States financial institution (as defined in Title 24-A M.R.S.A. § 731-B(4-A)). Such withdrawn assets shall be maintained in a separate account apart from general assets, ~~to~~ in trust for such uses and purposes specified in ~~Subparagraphs (a) and (b)~~ Paragraphs (1) and (2) above as may remain executory after such withdrawal and for any period after the termination date.

~~B.~~ ~~That at least thirty (30) days, but not more than forty five (45) days, prior to termination of the trust account, written notification of termination shall be delivered by the trustee to the beneficiary.~~

~~C.~~ B. That the trustee may resign upon delivery of a written notice of resignation, effective not less than ninety (90) days after receipt by the beneficiary and grantor of the notice, and that the trustee may be removed by the grantor by delivery to the trustee and the beneficiary of a written notice of removal, effective not less than ninety (90) days after receipt by the trustee and the beneficiary of the notice, provided that no such resignation or removal shall be effective until a successor trustee has been duly appointed and approved by the beneficiary and the grantor, and all assets in the trust have been duly transferred to the new trustee.

~~D.~~ C. That the grantor may have the full and unqualified right to vote any shares of stock in the trust account and may have a right to receive from time to time payments of any dividends or interest upon any shares of stock or obligations included in the trust account. Any such interest or dividends shall be either forwarded promptly upon receipt to the grantor or deposited in a separate account established in the grantor's name.

~~E.~~ D. That the trustee may be given authority to invest, and accept substitutions of, any funds in the account, provided that no substitution shall be made without prior approval of the beneficiary, unless the trust agreement specifies categories of investments acceptable to the beneficiary and authorizes the trustee to invest funds and to accept substitutions which the trustee determines are at least equal in current fair market value to the assets withdrawn and which are permissible under ~~Section 10(1)(B)~~ Subsection 11(L) of this ~~Rule~~ rule and any additional investment limitations established by the agreement.

~~F.~~ E. That upon termination of the trust account, all assets not previously withdrawn by the beneficiary may, with written approval by the beneficiary, be delivered to the grantor provided adequate security for the reinsurance obligations is otherwise maintained under exclusive control of the beneficiary.

### **Section 13. Reinsurance contracts – mandatory provisions**

Except for reinsurance required by law, the Superintendent may not grant credit for reinsurance unless the reinsurance agreement contains the provisions specified in this section. In determining whether to grant full credit under Title 24-A M.R.S.A. § 731-B(1)(D) for reinsurance required by law, the Superintendent shall consider whether the reinsurance program provides protections comparable to those specified in this section, if applicable to the nature of the reinsurance program.

~~A.~~ A. An insolvency clause meeting the requirements of 24-A M.R.S.A. § 731-B(5), providing that in the event of the insolvency of the ceding insurer, the reinsurance is payable under a contract or contracts reinsured by the assuming insurer on the basis of reported claims allowed by the court, without diminution because of the insolvency of the ceding insurer. The payments must be made directly to the ceding insurer or to the ceding insurer's domiciliary receiver unless the contract or other written agreement specifically provides another payee in the event of the insolvency of the ceding insurer or unless the assuming insurer, with the consent of the direct insured or insureds, has assumed the policy obligations of the ceding insurer as direct obligations of the assuming insurer to the payees under the reinsured policies and in substitution for the obligations of the ceding insurer to those payees.

~~B.~~ B. A provision, meeting the requirements of 24-A M.R.S.A. § 731-B(2)(A), requiring the assuming insurer, at the request of the ceding insurer, to submit to the jurisdiction of any court of competent jurisdiction in any state of the United States, or to an alternative dispute resolution panel if provided in the agreement, to comply with all requirements necessary to give the court or panel jurisdiction, and to abide by the final decision after appeal rights have been exhausted.

- C. ~~A provision, meeting the requirements of 24-A M.R.S.A. § 731-B(2)(B), designating the superintendent Superintendent or an attorney as its the assuming insurer's attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the ceding company.~~
- D. ~~An intermediary clause, if payments may be made through intermediaries, under which the intermediary's credit risk is borne by the assuming insurer.~~

**Section ~~10~~ 14. Reinsurance contracts – permitted provisions**

I. A reinsurance agreement, the administration of which employs a trust account subject to Section 11, may contain provisions that:

- A. Require the assuming insurer to enter into a trust agreement and to establish a trust account for the benefit of the ceding insurer, and ~~specifying that specify~~ what the agreement is to cover;
- B. ~~Stipulate that assets deposited in the trust account shall be valued according to their current fair market value and shall consist of cash (United States legal tender), certificates of deposit (issued by a United States bank and payable in United States legal tender), and other admitted assets of a character, maturity, and value to fulfill the intent of the agreement, provided that such investment is issued by an institution that is not the parent, subsidiary or affiliate of either the grantor or the beneficiary. The reinsurance agreement may specify the types of investments to be deposited. Where a trust agreement is entered into in conjunction with a Specify trust investment standards in a manner consistent with Subsection 11(L). An investment clause consistent with Subsection 11(L) is mandatory if it is not contained in the trust agreement or if the reinsurance agreement covering risks other than covers life, annuities annuity, or accident and health risks, then the trust agreement may contain the provisions required by this paragraph in lieu of including such provisions in the reinsurance agreement;~~
- C. Require the assuming insurer, prior to depositing assets with the trustee, to execute assignments or endorsements in blank, or to transfer legal title to the trustee of all shares, obligations, or any other assets requiring assignments, in order that the ceding insurer, or the trustee upon the direction of the ceding insurer, may whenever necessary negotiate these assets without consent or signature from the assuming insurer or any other entity;
- D. Require that all settlements of account between the ceding insurer and the assuming insurer be made in cash or its equivalent; and
- E. Stipulate that the assuming insurer and the ceding insurer agree that the assets in the trust account, established pursuant to the provisions of the reinsurance agreement, may be withdrawn at any time by the ceding insurer, ~~if it is not itself the subject of a delinquency proceeding,~~ notwithstanding any other provisions in the reinsurance agreement, provided that it is further stipulated and may further stipulate that the funds withdrawn shall be utilized and applied by the ceding insurer (or its successors in interest by operation of law, including without limitation any liquidator, rehabilitator, receiver, or conservator of such company), on the basis of the liability of the ceding insurer under the contracts reinsured without diminution because of the insolvency of the ceding insurer or assuming insurer, ~~and provided that it is further stipulated that assets may be withdrawn~~ only for the following purposes:
- (1) To reimburse the ceding insurer for the assuming insurer's share of premiums returned to the owners of policies reinsured under the reinsurance agreement because of cancellations of such policies;
  - (2) To reimburse the ceding insurer for the assuming insurer's share of policy surrenders and benefits or losses paid by the ceding insurer pursuant to the provisions of the policies reinsured under the reinsurance agreement; and
  - ~~(3) To fund accounts specifically established by the ceding insurer to cover loss exposures of the ceding insurer in an amount at least equal to the deduction from the ceding insurer's liabilities for reinsurance ceded under the agreement. The account shall include, but not be limited to, amounts for policy reserves, claims and losses incurred (including losses incurred but not reported), loss adjustment expenses, and unearned premium reserves; and~~
  - ~~(4)~~ (3) To pay any ~~other amounts~~ obligations, consistent with the terms of the reinsurance agreement, which the ceding insurer has reasonably calculated to be due to it. The agreement may contain provisions that also allow the ceding insurer to fund one or more accounts specifically established by the ceding insurer, under standards specified in the agreement, for the payment of certain obligations incurred but not yet due.

- F. Give the assuming insurer the right to seek approval from the ceding insurer, which shall not unreasonably or arbitrarily withhold its approval, to withdraw from the trust account all or any part of the trust assets and transfer those assets to the assuming insurer, provided:
- (1) The assuming insurer shall, at the time of withdrawal, replace the withdrawn assets with other qualified assets having a current fair market value at least equal to the greater of the market value of the assets withdrawn so as to maintain at all times the deposit in or the amount necessary to restore the funding of the trust to the required amount, or
  - (2) After withdrawal and transfer, the current fair market value of qualified assets in the trust account is no less than 102 percent of the required amount.
- G. Give the assuming insurer the right to:
- (1) The return of any amount withdrawn in excess of the actual amounts required for ~~subsection (1)(E)(a), (b), and (c)~~ Paragraphs E(1) or (2) of this part, or in the case of ~~subsection (1)(E)(d) Paragraph E(3)~~, any amounts determined not to be ~~due~~ a permitted withdrawal pursuant to a final accounting between the parties to the agreement; and
  - (2) Interest payments, at a rate not in excess of the ~~average~~ prime rate of interest applicable to the period or periods during which the amounts returned pursuant to Paragraph (1) were held held pursuant to subsection (1)(E)(e).
- H. Permit the award by ~~any~~ an arbitration panel or any court of competent jurisdiction of:
- (1) Interest at a rate different from that provided in ~~Section 10(1)(G)(b)~~ Paragraph G(2) of this part;
  - (2) Court or arbitration costs;
  - (3) Attorney's fees; and
  - (4) Other reasonable expenses.

**II.** A reinsurance agreement in conjunction with which a letter of credit is utilized may contain the following provisions and the provisions shall be applied without diminution in amounts owed because of insolvency on the part of the ceding insurer or assuming insurer:

- A. A requirement that the assuming insurer provide letters of credit to the ceding insurer and specify what they are to cover.
- B. A stipulation that the assuming insurer and ceding insurer agree that letters of credit provided by the assuming insurer pursuant to the provisions of a reinsurance agreement may be drawn upon at any time, notwithstanding any other provisions in the agreement, ~~and~~ but the proceeds shall be applied only to:
- (1) ~~reimburse~~ Reimburse the ceding insurer for the assuming insurer's share of premiums returned to the owners of policies reinsured under the reinsurance agreement because of cancellation of such policies;
  - (2) ~~reimburse~~ Reimburse the ceding insurer for the assuming insurer's share of policy surrenders and benefits or losses paid by the ceding insurer pursuant to the provisions of the policies reinsured under the reinsurance agreement;
  - (3) ~~fund accounts specifically established by the ceding insurer to cover loss exposures of the ceding insurer in an amount at least equal to the deduction from the ceding insurer's liabilities for reinsurance ceded under the agreement. The account shall include, but not be limited to, amounts for policy reserves, claims and losses incurred (including losses incurred but not reported), loss adjustment expenses, and unearned premium reserves; and~~
  - (4) ~~(3)~~ pay Pay any ~~other amounts~~ obligations, consistent with the terms of the reinsurance agreement, which the ceding insurer has reasonably calculated to be due to it or which the assuming insurer has agreed may be funded from proceeds of the letter of credit in advance of their due date; or
  - (4) ~~be~~ Be deposited with a trustee for the purpose of securing the reinsurer's undischarged obligations, if the letter of credit will expire without renewal or be reduced or replaced by a letter of credit for a reduced amount or if the Superintendent will no longer recognize it as qualifying security, provided that:
    - (a) ~~the~~ The amount drawn must be limited to the those obligations of the assuming insurer under the reinsurance agreement that remain unliquidated and undischarged, and that have not been fully secured by replacement security approved by the Superintendent, 10 days before the date that the letter of credit is anticipated to expire, be replaced or reduced in amount, or to lose recognition as qualifying security; and
    - (b) ~~the~~ The terms and conditions under which the funds are held must comply with Section 11, except for the requirement that the assuming insurer be the grantor of the trust.

- ~~C.~~ A provision for an interest payment, at a rate not in excess of the average prime rate of interest applicable to the period during which amounts were held pursuant to subsection ~~subsection 2(B)(c); and~~
- ~~D C.~~ A provision for the return of any amounts drawn on the letters of credit in excess of the actual amounts required under ~~subsection 2(B)~~ Subsection (II)(B), or, in the case of ~~subsection 2(B)(d)~~ Paragraph (II)(B)(3), any amounts that are subsequently determined not to be due pursuant to a final account between the parties to the agreement; and
- ~~D.~~ Interest payments, at a rate not in excess of the prime rate of interest applicable to the period or periods during which the amounts returned pursuant to Subsection II(C) were held.

#### **Section ~~14~~ 15. Reinsurers utilizing letters of credit**

- A. A letter of credit may be used to reduce a ceding insurer's liability in its financial statements for reinsurance ceded to an unauthorized assuming insurer, pursuant to Title 24 A M.R.S.A. § 731-B(1)(D), if the reinsurance contract complies with Sections 13 and 14, and the letter of credit qualifies hereunder under this section, names the ceding insurer as beneficiary, and has been issued on or before the date of filing of the in force at all times for which statutory financial statement credit is claimed under this section. The reduction in liabilities of the ceding insurer is limited to the lesser of the value of the specific obligations under the reinsurance agreement or the amount available under the letter of credit.
- B. A letter of credit must be clean, irrevocable, and unconditional and issued or confirmed by a qualified United States financial institution as defined in Title 24-A M.R.S.A. § 731-B(4). The letter of credit shall specify an issue date and date of expiration and shall stipulate that the beneficiary need only draw a sight draft under the letter of credit and present it to obtain funds and that no other document need be presented. The letter of credit shall also state that it is not subject to any condition or qualifications not contained therein. In addition, the letter of credit itself shall not contain reference to any other agreements, documents, or entities, except as provided in ~~Section 10, subsection (2)(A) & (B)~~ Subsection F.
- ~~C.~~ The heading of the letter of credit may include a boxed section containing the name of the applicant and other appropriate notations to provide a reference for the letter of credit. The boxed section shall be clearly marked to indicate that such information is for internal identification purposes only.
- ~~C D.~~ A letter of credit shall contain a statement to the effect that the obligation of the qualified United States financial institution which issues a letter of credit is in no way contingent upon reimbursement with respect thereto.
- ~~D E.~~ The term of a letter of credit shall be for at least one year and shall contain an "evergreen clause" which prevents the expiration of the letter of credit without due notice from the issuer. The "evergreen clause" shall provide for a period of no less than thirty (30) days' notice prior to expiration date or at nonrenewal.
- ~~E F.~~ A letter of credit shall state ~~either~~ that it is subject to and governed by the one of the following:
- ~~(1) The laws of this State or that it is governed by the;~~
  - ~~(2) The Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 400), and all drafts drawn thereunder shall be presentable at Publication 600 (UCP 600), or any successor publication; or~~
  - ~~(3) International Standby Practices of the International Chamber of Commerce Publication 590 (ISP98), or any successor publication.~~
- ~~G.~~ The letter of credit shall designate one or more offices ~~an office~~ in the United States of a qualified United States financial institution, as defined in Title 24-A M.R.S.A. § 731-B(4), and ~~it~~ shall state that all drafts drawn thereunder shall be presentable at the designated office or offices.
- ~~F H.~~ If a letter of credit is made subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 400), then ~~the~~ The letter of credit shall specifically address and make provision for ~~an~~ a reasonable extension of time to draw against the letter of credit in the event that ~~one or more of the occurrences specified in Article 19 of Publication 400 occur~~ the designated place for presentation is closed for any reason on the last business day for presentation and no reasonable alternative place for presentation was designated by the issuer with timely notice.
- ~~I.~~ If the issuer of the letter of credit is not a qualified United States financial institution, then:
- ~~(1) The letter of credit shall formally designate the confirming qualified United States financial institution as the issuing financial institution's agent for the receipt and payment of the drafts; and~~
  - ~~(2) The "evergreen clause" shall require thirty (30) days' notice by the confirming financial institution if the confirmation is nonrenewed.~~
- ~~J.~~ Letters of credit meeting applicable standards of issuer acceptability as of the dates of their issuance (or confirmation) may at the discretion of the Superintendent, notwithstanding the issuing (or confirming)

institution's subsequent failure to meet applicable standards of issuer acceptability, continue to be acceptable as security until their expiration, extension, renewal, modification, or amendment, whichever first occurs.

#### **Section ~~12~~ 16. Other security**

A ceding insurer may take credit under Title 24 A M.R.S.A. § 731-B(1)(D) for reinsurance ceded in accordance with Sections 13 and 14, in an amount not to exceed the amount recognized by the ceding insurer as a liability for the risks ceded under the reinsurance agreement, to the extent that the assuming insurer's obligations have been secured at all times for which statutory financial statement credit is claimed under this section by unencumbered admitted assets, of a character, maturity, and value to fulfill the intent of the agreement, withheld by the ceding insurer in the United States, subject to withdrawal solely by the ceding insurer and under its exclusive control. The assets must be of the following form:

- A. Cash;
- B. Securities listed by the Securities Valuation Office of the NAIC, including those deemed exempt from filing as defined by the Purposes and Procedures Manual of the Securities Valuation Office, and qualifying as admitted assets;
- C. Letter of credit in compliance with Section 15~~7~~;
- D. Any other form of security that the Superintendent finds to be acceptable consistent with the purposes of this rule.

#### **Section ~~13~~ 17. Contracts affected Effective date**

This rule is effective October 1, 1993. The ~~2015~~ 2016 amendments to this rule are effective \_\_\_\_\_, ~~2015~~ 2016. All new and renewal reinsurance transactions executed on or after the effective date of this ~~Rule~~ rule shall conform to the requirements of Title 24-A M.R.S.A. and this ~~Rule~~ rule, as in force on the date of the transaction, if credit is to be given to the ceding insurer for such reinsurance.

*INTERIM DRAFTING NOTE: The 2016 Amendments shall take effect five days after filing with the Secretary of State pursuant to 5 M.R.S.A. § 8056(1)(B).*

#### **Section 14. Existing agreements**

~~Notwithstanding the effective date of this Rule, any trust agreement or underlying reinsurance agreement in existence prior to the effective date of this Rule will continue to be acceptable until June 30, 1994, at which time the agreements will have to be in full compliance for the trust agreement to be acceptable.~~

**FORM AR-1**

**CERTIFICATE OF ASSUMING INSURER**

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
(name of officer) (title of officer) (name of assuming insurer),

the assuming insurer under a reinsurance agreement(s) with one or more insurers domiciled in the State of Maine, hereby certify that \_\_\_\_\_ (“Assuming Insurer”):  
(name of assuming insurer)

1. Submits to the jurisdiction of any court of competent jurisdiction in the State of Maine ~~or any other State~~ for the adjudication of any issues arising out of the reinsurance agreement(s), agrees to comply with all requirements necessary to give such court jurisdiction, and will abide by the final decision of such court or any appellate court in the event of an appeal. Nothing in this paragraph constitutes or should be understood to constitute a waiver of Assuming Insurer’s rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. This paragraph is not intended to conflict with or override the obligation of the parties to the reinsurance agreement(s) to arbitrate their disputes if such an obligation is created in the agreement(s).
2. Designates the Superintendent of Insurance of the State of Maine as its lawful attorney upon whom may be served any lawful process in any action, suit or proceeding arising out of the reinsurance agreements(s) instituted by or on behalf of the ceding insurer.
3. Submits to the authority of the Superintendent of Insurance to examine its books and records and agrees to bear the expense of any such examination.
4. Submits with this form a current list of insurers domiciled in the State of Maine reinsured by Assuming Insurer and undertakes to submit additions to or deletions from the list to the Superintendent at least once per calendar quarter.

Dated: \_\_\_\_\_  
(name of assuming insurer)

BY: \_\_\_\_\_  
(name of officer)

\_\_\_\_\_  
(title of officer)

**FORM CR-1**

**CERTIFICATE OF CERTIFIED REINSURER**

I, \_\_\_\_\_ of \_\_\_\_\_,  
(name of officer) (title of officer) (name of assuming insurer)

the assuming insurer under a reinsurance agreement(s) with one or more insurers domiciled in the State of Maine, in order to be considered for approval in this State, hereby certify that \_\_\_\_\_ (“Assuming Insurer”):  
(name of assuming insurer)

1. Submits to the jurisdiction of any court of competent jurisdiction in the State of Maine for the adjudication of any issues arising out of the reinsurance agreement(s), agrees to comply with all requirements necessary to give such court jurisdiction, and will abide by the final decision of such court or any appellate court in the event of an appeal. Nothing in this Paragraph constitutes or should be understood to constitute a waiver of Assuming Insurer’s rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. This paragraph is not intended to conflict with or override the obligation of the parties to the reinsurance agreement(s) to arbitrate their disputes if such an obligation is created in the agreement(s).
2. Designates the Superintendent of Insurance of the State of Maine as its lawful attorney upon whom may be served any lawful process in any action, suit or proceeding arising out of the reinsurance agreements(s) instituted by or on behalf of the ceding insurer.
3. Agrees to provide security in an amount equal to 100% of liabilities attributable to U.S. ceding insurers if it resists enforcement of a final U.S. judgment or properly enforceable arbitration award.
4. Agrees to provide notification within 10 days of any regulatory actions taken against it, any change in the provisions of its domiciliary license or any change in its rating by an approved rating agency, including a statement describing such changes and the reasons therefor.
5. Agrees to annually file information comparable to relevant provisions of the NAIC financial statement for use by insurance markets in accordance with Maine Bureau of Insurance Rule 740 § 6(C)(7).
6. Agrees to annually file the report of the independent auditor on the financial statements of the insurance enterprise.
7. Agrees to annually file audited financial statements, regulatory filings, and actuarial opinion in accordance with Maine Bureau of Insurance Rule 740 § 6(C)(7).
8. Agrees to annually file an updated list of all disputed and overdue reinsurance claims regarding reinsurance assumed from U.S. domestic ceding insurers.
9. Is in good standing as an insurer or reinsurer with the supervisor of its domiciliary jurisdiction.

Dated: \_\_\_\_\_  
(name of assuming insurer)

BY: \_\_\_\_\_  
(name of officer)

\_\_\_\_\_  
(title of officer)





**Form CR-F – PART 2**

Ceded Reinsurance as of December 31, Current Year (000 Omitted)

1 Company Code or ID Number	2	3 Name of Reinsurer	4 Domiciliary Jurisdiction	5 Reinsurance Contracts Ceding 75% or More of Direct Premiums Written	6 Reinsurance Premiums Ceded	Reinsurance Recoverable On									Reinsurance Payable		18 Net Amount Recoverable From Reinsurers Cols. 15 – [16 + 17]	19 Funds Held by Company Under Reinsurance Treaties
						7 Paid Losses	8 Paid LAE	9 Known Case Loss Reserves	10 Known Case LAE Reserves	11 IBNR Loss Reserves	12 IBNR LAE Reserves	13 Unearned Premiums	14 Contingent Commissions	15 Cols. 7 through 14 Totals	16 Ceded Balances Payable	17 Other Amounts Due to Reinsurers		
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