

# Producer Sales Practices Manual



FOR COREBRIDGE FINANCIAL EMPLOYEES AND APPOINTED PRODUCERS WITH:

American General Life Insurance Company (AGL)

The United States Life Insurance Company in the City of New York (US Life)

Policies issued by **American General Life Insurance Company (AGL)**, Houston, TX except in New York, where issued by **The United States Life Insurance Company in the City of New York (US Life)**.

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## Introduction

**This Producer Sales Practices Manual (“Manual”) documents guidelines and procedures for the business conduct of certain Producers in the solicitation and sale of products issued by American General Life Insurance Company and The United States Life Insurance Company in the City of New York (collectively, the “Company”).** References to “Producer(s)” and “you(r)” in this Manual include every individual who is employed by or appointed with the Company or who sells any of the Company’s products, whose conduct in connection with the solicitation or sale is not otherwise governed by compliance procedures enforced by the firm (e.g., broker-dealer) with which the Producer may be affiliated.

This Manual will be revised periodically. Producers must retain and comply with the most current version of this Manual, which can be obtained on the Company’s website(s). Any revised version of the Manual will supersede any earlier version. It is your obligation, as the Producer, to understand and comply with applicable laws and regulations and to stay abreast of any changes imposing additional requirements. This Manual is not intended to be an all-inclusive compilation of Producers’ responsibilities, nor is it intended to replace any sales practices or compliance manual that has been provided to Producers by their broker-dealer with whom they are affiliated. Additionally, various topics may be addressed or further detailed in field communications or other communications from the Company. This Manual does not relieve the Producer of any obligations imposed on Producers by applicable state or federal law, contract, Company policies, or the legal and ethical obligations that Producers may otherwise have toward individual clients<sup>1</sup>.

## Related Policies and Procedures

This Manual may be supported by Standards, Procedures, Guidelines, or other policy-related documents, in which case this Manual must be read in conjunction with them. Below please find a non-exhaustive list of related documents to be read in conjunction with this Manual.

Accessible on the Company’s [Policy Portal](#):

- Corebridge Financial Anti-Money Laundering Policy
- Corebridge Financial Antitrust and Competition Policy and Compliance Procedure
- Corebridge Financial Customer Complaints Handling Policy
- Corebridge Financial Economic Sanctions Policy
- Corebridge Financial Information Handling Policy
- Corebridge Financial Information Handling Standard
- Corebridge Financial Records and Information Management Policy

Accessible on the Company’s intranet or upon request:

- Corebridge Financial Approval of Advertising and Sales Material Policy
- Corebridge Financial Approval of Advertising and Sales Material Standard

If you don’t have access to the portals and have questions, please contact the Global Compliance Group at [CorebridgeComplianceInquiries@corebridgefinancial.com](mailto:CorebridgeComplianceInquiries@corebridgefinancial.com).

Nothing in this Manual, any Corebridge Financial policy, or any agreement with Corebridge Financial restricts or prohibits a Producer from voluntarily providing information to, or otherwise communicating in any way with, a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission (SEC), or from making any other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. Producers do not need the Company’s prior authorization and are not required to notify the Company.

In addition, Corebridge, including its officers, employees, contractors, or agents shall not prevent or discourage a policy or contract owner from reporting concerns or issues directly to regulatory or law enforcement agencies if they believe there is a potential violation of laws or regulations.

**If you have questions concerning the applicability of any provision in this Manual, please immediately contact your Corebridge Financial representative or the Compliance Department.**

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<sup>1</sup> The concept of “client” generally includes proposed clients and, frequently, consumers.

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## I. Producer Code of Conduct

Producers must act with integrity, competence and utmost good faith in the solicitation, sale and distribution of Company products, in the maintenance of client relationships, and in dealings with the Company.

1. Producers must ensure that clients receive all information needed to make informed choices during and after the solicitation process. This is accomplished through verbal and written communications that are clear, complete, honest, relevant, factual, and comply with regulatory requirements.
2. Producers must only recommend insurance and/or annuity products that the producer deems appropriate for the needs of the client, complying with the standard of care applicable to the transaction (refer to “Standard of Care” section of this Manual). All Producers involved in the recommendation of an insurance or annuity product should be disclosed to the Company.
3. Producers must clearly explain to clients their role as a Producer appointed by and acting on behalf of the AGL or US Life, as applicable. Producers must also ensure any assistant or other office employee who interacts with clients is clear about their role in the relationship.
4. Producers must disclose to the Company full and accurate information required for effective underwriting, policy administration, claim resolution, annuity suitability/standard of care review, and other relevant matters, regardless of when it is discovered, whether before or after issuance of the policy or contract.
5. Producers must avoid conflicts of interest in dealing with clients and with the Company. The duty to mitigate perceived conflicts of interest is ongoing and requires immediate action from you to address perceived conflicts (refer to “Standard of Care” section of this Manual).
6. Producers must manage, monitor and control the actions of their employees, staff and contractors to ensure compliance with these policies.
7. Producers must behave in a courteous and professional manner in all dealings with Company personnel.
8. Producers must comply with the letter and spirit of applicable laws and regulations.
9. Producers cannot impersonate the client or utilize the client’s personal information or password(s).
10. Producers must abide by the applicable federal and state (including the solicitation state) rules and regulations related to sales of insurance products. If you have any questions about any specific rule or regulation, producers are strongly encouraged to discuss them with their legal advisor and/or compliance department.

The Company will hold the Producer accountable for not fulfilling the obligations or requirements set forth in agreements with the Company, communications to the field from the Company, directives from the Company, Company policies, and this Manual.

## II. Policy Regarding Supervision of Producers

The Company has implemented supervisory structures appropriate to its distribution channels. A Producer’s primary supervisory relationship with the Company is defined by the Producer’s selling agreement. That contract sets forth the Producer’s obligation to follow the policies and procedures of the Company, including those contained in this Manual.

The Company supervises Producers’ selling practices using a variety of means including, but not limited to, monitoring regulatory inquiries, client complaints, regulatory reports, and Company data to identify issues and trends. In cases where the Company’s monitoring of activities identifies potential supervisory issues related to a Producer, the Company reserves the right to implement proper disciplinary procedures (refer to “Discipline for Policy Violations” section of this Manual).

Where the Company has delegated supervision to a third party firm, a Producer may be subject to both the supervision managed by that firm, as well as the Company’s supervision activities. The Company will supervise the delegated supervision function through monitoring activities and, as appropriate, conduct audits to ensure that the supervision function that has been delegated by contract is being properly performed.

### III. Producer Appointment and Licensing Standards

#### A. All Producers Must Be Properly Licensed and Appointed

Each state has its own set of licensing and appointment requirements with which Producers and the Company must comply in order to transact business. Producers are prohibited from selling or engaging in any sales activity without being properly licensed, appointed and trained in accordance with the requirements of the state where the solicitation takes place, the application is written, and the policy or contract is delivered. Violations of these requirements may result in disciplinary action and penalties imposed by the state, including fines and revocation of licenses (refer to “Discipline for Policy Violations” section of this Manual).

In addition, Producers selling registered products must consult their broker-dealer’s compliance manual or other information provided by the Producers’ broker-dealer to ensure full compliance with the laws and regulations applicable to the sale of such products.

#### B. Licensing Status

Producers are responsible for maintaining their insurance license(s) which includes, but is not limited to, the timely completion of any continuing education requirements.

Producers must immediately inform the Licensing, Contracting and Commissions Department of any license suspension, revocation, or any other disciplinary action against them. When requested by the Licensing, Contracting and Commissions Department, Producers are required to provide copies of any licensing forms or associated documents sent to or received from the state insurance department.

#### C. Contracting and Appointment Standards

Determining whether candidates are contracted and appointed is within the sole discretion of the Company. The Company reserves the right to refuse or accept candidates for any reason.

#### D. Special Provisions Applicable to Candidates Convicted of Certain Felonies

Federal law 18 USC §§ 1033(e)(1)(A) and (B) prohibits a company from appointing any individual who has been convicted of any felony involving dishonesty or a breach of trust, without the specific written consent of the appropriate insurance regulatory officials. The Company reserves the right to refuse to appoint candidates who have been convicted of any crime, to the extent permitted by applicable law. Individuals convicted of felonies described in this paragraph may be appointed only with the approval of the Company and with the specific written consent of the applicable insurance regulatory officials. In addition, all appointed Producers are required to immediately report to the Compliance Department at [field.compliance@corebridgefinancial.com](mailto:field.compliance@corebridgefinancial.com) their conviction of a felony to ensure continued compliance with the law.

#### E. Appointment Termination and Notification

If at any time the Company determines that the Producer does not satisfy the Company’s standards for appointment, the Company may take disciplinary action, including but not limited to the termination of the Producer’s employment and/or appointment(s) with the Company, and its affiliates (refer to “Discipline for Policy Violations” section of this Manual).

The Company will inform the Producer of the date on which the Producer’s sales contract or appointment is terminated.

### IV. Training and Continuing Education

#### A. Understanding Company Products

Producers must fully understand the features and administration of the products offered by the Company. Additionally, product-specific training is required prior to solicitation of annuities. (For life insurance, only certain states require product-specific training – please refer to the state’s department of insurance for such state-specific information). To help position Producers to serve their clients, the Company has created a library of marketing material and training modules to supplement, the policy, contract, prospectus, and Owner Acknowledgment and Disclosure Statement, as applicable. Combined, this material sets forth the relevant features, including costs and benefits, of the Company’s products as well as the administration of such products.

The Company regularly updates its product information and makes such updated information available to

its Producers. The Company requires that Producers obtain, regularly review, and be guided by the product information available from the Company and be aware of any state variations.

## **B. Compliance Training**

As a matter of personal development and good business sense, it is incumbent upon every Producer to understand fully the compliance environment in which we all must operate. Producers are expected to complete, in a timely manner, all required compliance training, including applicable state suitability and standard of care training. This Manual provides Producers with vital compliance information with which each Producer must be thoroughly familiar.

## **C. Continuing Education**

Many states require that Producers participate in continuing education prior to solicitation and/or as a condition to retain their insurance licenses. Producers are individually responsible for completing, in a timely manner, any required continuing education and maintaining their licenses.

# **V. Solicitation Standards**

Producers must be properly licensed and appointed with AGL (all states except New York) or US Life (New York only), as applicable, to conduct business in the solicitation state. The state in which the client signs the application is the solicitation state, which is ordinarily the client's state of residence. The solicitation state is not dependent on the Producer's location.

Producers should only solicit products available in the applicant's state of residence. On occasion, however, there may be valid reasons to complete a product application in another state (a cross border sale) where the applicant has appropriate "nexus," or legal connection, to such state. For example, the applicant has sufficient nexus to a state other than their residence state if they maintain a second home there. It is never appropriate to solicit products in another state solely as a means to evade any legal requirements in the applicant's state of residence.

**Note: Cross border sales may not be permitted in all states.**

## **A. Cross Border Sales to New York Residents**

Annuity contracts or life insurance policies for residents of New York state are ordinarily written on an application for US Life and completed within the state of New York. However, there are special exceptions for cross border sales to New York residents.

Special exceptions:

1. The agent is properly licensed and appointed with AGL to do business in the solicitation state.
2. The entire transaction (including all meetings, telephone calls, texts, or emails) occurs while both the client and Producer are OUTSIDE the state of New York. No part of the solicitation, sale, or negotiation process can occur when the applicant or Producer is physically in the state of New York. The policy or contract delivery must occur outside New York.
3. A sufficient nexus between the client and the other state must exist. Please refer to the applicable Compliance Bulletins for additional details and specific rules.

Employment in another state does not qualify as a sufficient nexus under New York regulations.

It is the Producer's responsibility to understand and advise the policy/contract owner on the differences (if any) between the product as approved in the policy/contract owner's resident state, and the state in which the policy or contract was solicited and issued.

## **B. Virtual Sales**

When meeting virtually with a client to complete an application and forms using an electronic order entry platform, electronic signatures (which may be restricted in certain states) may only be obtained using the pre-approved electronic signature protocols contained within Corebridge Financial-approved platforms. When conducting virtual sales, Producers must ensure that clients have a complete and accurate understanding of the product and have received and understand supporting materials and disclosure documents, as is the case in any sales situation.

## VI. Standard of Care

The needs of the client are paramount and must be considered in connection with every sale. Where required by applicable laws, regulations and regulatory guidance, Producers must ensure that products are suitable for or in the best interest of the client.

Whether a product helps to meet the needs of a particular client may depend upon several factors, including, but not limited to, the client's financial status, the client's needs, the client's personal and/or business objectives, the benefits of the product proposed and the cost of existing policies. Consistent with the Company's standards, Producers must only suggest to clients those products that may reasonably help them meet their insurance and/or financial needs and objectives and are consistent with their willingness to accept risk.

### A. State Annuity Suitability Standard and Best Interest Standard in Certain States

#### 1. Suitability Standard

States have adopted regulations related to annuity suitability assessment. In accordance with such laws, prior to recommending a purchase, exchange or replacement of an annuity, the Producer shall obtain the client suitability information dictated by applicable State law, such as the client's age, annual income, financial objectives, financial time horizon, net worth, liquidity needs, risk tolerance, etc. The Producer must have reasonable grounds for believing that a recommendation is suitable for the client on the basis of the suitability information provided.

In the case of an exchange or replacement of an annuity, the Producer must take into consideration, among other factors, whether the client will incur a surrender charge, be subject to the commencement of a new surrender charge period, lose existing benefits (such as death, living or other contractual benefits), or be subject to increased fees, investment advisory fees or charges for riders and similar product enhancements over the life of the contract. Further, the Producer must take into consideration whether the client would benefit from product enhancements and improvements, and how recently the client has had another exchange or replacement.

#### 2. Best Interest Standard

Nearly all States have adopted, and several other states are in the process of amending, their annuity suitability regulations to impose a best interest standard.

In addition to the suitability requirements previously mentioned, these new regulations require that the Producer act in the best interest of the client without placing the Producer's or the insurer's financial interest ahead of the client's interest. The Producer must act with reasonable diligence, care and skill in making recommendations. These regulations also require the Producer to document the basis for a recommendation and conduct an enhanced analysis of replacement transactions.

Generally speaking, the Producer has acted in the best interest of the client if the following four obligations have been satisfied:

1. **Care Obligation.** The Producer must (i) know the client's financial situation, insurance needs and financial objectives, (ii) understand the available recommendation options, (iii) have a reasonable basis to believe the recommendation effectively addresses the client's financial situation, insurance needs and financial objectives, and (iv) communicate the basis of the recommendation to the client.
2. **Disclosure Obligation.** Prior to the recommendation or sale of an annuity, the Producer must make various disclosures to the client, which disclosures are set forth in the Agent Disclosure Form. Under the National Association of Insurance Commissioners (NAIC) Model best interest regulation, these disclosures include (i) a description of the scope and terms of the relationship with the client and the role of the Producer in the transaction, (ii) a description of the products the Producer is authorized to sell and the insurers for which the Producer is authorized to sell, (iii) a description of the compensation that the Producer would receive in connection with a sale, and (iv) an offer to provide additional information regarding the cash compensation to be received (upon the request of the client for such additional information). Whether each of those disclosures is required in a given state depends on the extent to which the state has adopted the NAIC Model.
3. **Material Conflicts of Interest Obligation.** The Producer shall identify and avoid or manage and disclose any material conflicts of interest. The best interest regulations are designed to minimize such material conflicts and bring transparency to compensation. For example, the way the Producer is compensated and the Producer's "shelf limitations" are disclosed on the form referenced in the Disclosure Obligation

section above. Also, the regulation does not require that the product with the lowest compensation be recommended. It is also important to note that sales contests, sales quotas, bonuses, and non-cash compensation based on the sale of specific annuities within a limited period of time are not allowed under the best interest standard. This prohibition includes non-cash benefits such as health insurance, office rent, office support, or retirement benefits or other employee benefits, unless such compensation is not based upon the volume of sales of a specific annuity within a limited period of time.

4. **Documentation Obligation.** At the time of the recommendation, the Producer must document, in writing, any recommendation and the basis for such recommendation. The documentation is not required to be provided to the client, but the Producer must retain the documentation for the length of time required for such documents in the state of where the application was taken.

## **B. Suitability and Best Interest in Life Insurance and Annuity Transactions (New York Regulation 187)**

When recommending the sale of annuities or life insurance, the Producer must act in the best interest of the client and appropriately address the needs and financial objectives of the client. Only the client's interests can be considered in making the recommendation; the Producer's receipt of compensation or other incentives must not influence the recommendation.

The Producer is required to:

- Determine if the annuity or life insurance is suitable and in the client's best interest
- Inform the client of the product features and potential consequences of the sales transaction, both favorable and unfavorable
- For replacement transactions, explain the advantages and disadvantages of replacing the existing annuity or life insurance
- Document the basis for any recommendation made and the facts and analysis to support that recommendation
- Provide certain disclosures to the client, including the manner in which the Producer is compensated, and the basis for the recommendation

Recommendations with respect to in-force transactions are also subject to a best interest standard.

It is your responsibility, if you are a New York-licensed Producer, to comply with the requirements of New York Regulation 187. If requested at the time of audit, the Producer must provide documented disclosures made to the client, including evidence of any oral discussions related to the disclosures and basis for recommendation.

## **C. SEC Regulation Best Interest**

SEC Regulation Best Interest (Reg BI) requires that recommendations of securities and investment strategies involving securities (including account representations) to a retail client be in that retail client's best interest.

Reg BI requires broker-dealers, among other things, to act in the best interest of the retail client at the time the recommendation is made, without placing the financial or other interest of the broker-dealer ahead of the interests of the retail client and to address conflicts of interest by establishing, maintaining, and enforcing policies and procedures reasonably designed to identify and fully and fairly disclose material facts about conflicts of interest.

Firms selling variable annuities and variable universal life insurance policies must (1) clearly disclose the nature of the client relationship (disclosure obligation); (2) observe a standard of care when making recommendations (care obligation); (3) manage conflicts of interest through disclosure or, if disclosure is insufficient, mitigate or eliminate them (conflict of interest obligation); and (4) establish a supervisory system reasonably designed to comply with Reg BI (compliance obligation).

Additionally, under Reg BI, broker-dealers making recommendations of securities transactions or investment strategies involving securities must establish written policies and procedures reasonably designed to identify and eliminate any sales contests, sales quotas, bonuses, and non-cash compensation that are based on the sale of specific securities or the sale of specific types of securities within a limited period of time.

There is a Reg BI "safe harbor" for recommendations and sales of variable annuities, which means that such sales and recommendations made in compliance with Reg BI satisfy the requirements of the state suitability and best interest regulations previously discussed. The "safe harbor" also extends to recommendations and sales of fixed and index annuities made in compliance with Reg BI, even though Reg BI would not otherwise

apply to such sales. However, the Reg BI “safe harbor” does not apply to New York Regulation 187. Accordingly, Producers subject to New York Regulation 187 must comply with the specific requirements of that regulation. Be sure to discuss with your firm the standard(s) of care you are obligated to follow for the products you sell.

#### **D. Life Insurance Standards of Care**

A Producer should have direct knowledge of the client’s financial situation, objectives, and insurance needs. The Producer should understand the available recommendation options and have a reasonable basis to believe the recommendation effectively addresses the client’s financial situation, insurance needs and financial objectives. The Producer must also clearly communicate the basis of the recommendation to the client. Certain states have standard of care requirements for life insurance transactions, such as New York and its Regulation 187 obligations, and Producers should be aware of and comply with those standards.

### **VII. Fact-Finding Tools**

Company-approved fact-finding materials may help Producers formulate questions that will help clients describe their needs, goals and resources. The Company encourages Producers to use such tools. Fact-finding tools are analytical and information-gathering mechanisms, including questionnaires, financial plans, client profiles, and capital needs or financial needs analyses. The Company will make available to Producers approved fact-finding tools. Producers who create their own fact-finding tool or wish to use a fact-finding tool not provided to them by the Company must submit the tool for review and approval in advance by the Company. Refer to the “Advertising/Sales Material” section of this Manual regarding approval of sales materials.

Producers are required to use their knowledge and training to help match a client’s needs and objectives with an appropriate product. Producers should not recommend a product to a client unless they have undertaken sufficient fact-finding to develop a recommendation consistent with the client’s insurance, financial, personal and/or business objectives.

The same fact finder may be utilized for multiple recommendations to the same client. However, Producers must check to ensure that information contained on the fact finder is up-to-date and that the information on the application and supplemental forms is complete, accurate and consistent with the information on the fact finder.

Producers are reminded that information gathered in connection with fact-finding tools is subject to federal and state laws as well as Company rules concerning privacy. It is of the utmost importance that this information be treated with respect for the confidentiality of the client. Producers should review the “Information Handling” section of this Manual for a more complete description of these requirements.

### **VIII. Replacement Guidelines**

#### **A. The Company’s Position Statement**

The Company’s position is that every replacement transaction should meet the applicable standard of care with respect to the client. Determining whether a replacement meets the applicable standard of care requires an analysis of each client’s needs and circumstances.

Many times, it is to the policy/contract owner’s advantage to keep or modify an existing policy/contract. However, there may be circumstances in which a replacement transaction is appropriate for the policy/contract owner. Producers should never suggest a replacement that is not consistent with the client’s goals and objectives. Ultimately, it is the client’s decision whether to proceed with the transaction.

To ensure the replacement transaction is appropriate, the Company requires Producers to:

1. Understand the definition of a replacement.
2. Ask the necessary questions to determine if there is a replacement.
3. Comply with the responsibilities as stated in this document and the appropriate state regulations.
4. Assist the Company when investigating undisclosed replacements.
5. Refrain from engaging in the practice of “twisting” or “churning.”

#### **B. Definition and Effect of Replacement**

Subject to any more restrictive state laws and regulations, the Company defines a replacement to be any transaction in which a new life insurance policy or a new annuity contract is to be purchased, and Producers know or should have known that because of this transaction an existing life insurance policy or annuity contract has been or is to be in whole or in any part:

1. Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated.
2. Used in a “financed purchase” of a new life insurance policy. A “financed purchase” means the purchase of a new policy involving the actual or intended use of funds obtained by withdrawal of, surrender of, or borrowing from existing policy values, to pay all or part of any premium due on a new life insurance policy. There is prima facie evidence of a life insurance policy owner’s intent to finance the purchase of a new life insurance policy, owned by the same policy owner and issued by the same insurance company, if the existing policy values were withdrawn, surrendered, or borrowed to pay the premiums within 4 months before or 13 months after the new life insurance policy’s effective date. This prima facie standard is not intended to increase or decrease the insurer’s obligation to maintain a system of supervision and control designed to detect replacement transactions of existing life insurance that were not reported as such by the applicant for the life insurance policy or the Producer. AGL and US Life maintain monitoring procedures to ensure compliance with replacement law requirements.
3. Reissued with any reduction in cash value.
4. Amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid.
5. Converted to reduced paid-up insurance, continued as extended term insurance or otherwise reduced in value by the use of nonforfeiture benefits or other policy values.

The Company’s definition of replacement generally excludes transactions involving the following:

- Credit life insurance
- Group life insurance and annuities
- Corporate-Owned Life Insurance (COLI) or Bank-Owned Life Insurance (BOLI)
- Life insurance that is employer or association paid
- Exercise of a contractual change or a conversion privilege
- Group life insurance and annuities used to fund prearranged funeral contracts
- Life insurance proposed to replace insurance under a binding or Limited Term Life Insurance Agreement issued by the same company
- Nonconvertible, nonrenewable term life insurance that will expire in five years or less
- Immediate annuities purchased with proceeds from an annuity contract
- Policies/contracts used to fund a tax-qualified plan or a nonqualified deferred compensation arrangement
- Structured settlements

These exemptions track the NAIC Life Insurance and Annuities Replacement Model Regulation. However, some states do not exempt all of the above, so Producers must determine whether the transaction is considered a replacement in the state in which it takes place.

### **C. Use of Definition**

For each sale, the Producer should look to the appropriate state’s replacement definition to determine whether the transaction would be a replacement. If the state’s laws define the transaction as a replacement, the Producer should:

1. Disclose the transaction as a replacement on the application.
2. Complete any state-required replacement forms.
3. Follow the Company’s replacement guidelines. If the transaction is not considered a replacement pursuant to the state’s definition, the Producer must still determine whether the sale would be a replacement under the Company’s replacement definition. If so, then the Producer should disclose the replacement on the application and follow the Company’s replacement guidelines.

### **D. Definition and Treatment of an Internal Replacement**

Internal replacements are transactions where the replacing insurer and the existing insurer are the same or

subsidiaries or affiliates under common ownership or control. These transactions are considered replacements for purposes of complying with all state and federal regulations.

#### **E. Determination of a Replacement**

Because the law requires Producers to indicate that a transaction is a replacement in circumstances when they knew or should have known about it, the Company requires Producers to exercise diligence in determining if a transaction involves a replacement.

Producers must fully understand the definition of replacement, ask each client all questions necessary to make such a determination as to whether the proposed transaction is a replacement and provide the client with all relevant completed and executed Company or state-required replacement disclosures and forms.

#### **F. Determination of Appropriateness, Suitability, Best Interest, or Other Applicable Standard of Care**

The Producer's responsibility to determine the advantages and disadvantages of the replacement transaction — and to make a recommendation to the client complying with the applicable standard of care— can be a complicated process influenced by the client's needs and objectives, the type(s) of policies or contracts being replaced and purchased, the amount of replacement information obtained, the identification and comparison of the relevant replacement factors, and the standard of care applicable to the Producer for the particular transaction (refer to "Standard of Care" section of this Manual).

Replacement transaction comparison factors include, but are not limited to, the following:

1. The advantages and disadvantages of meeting the client's needs through the purchase of a life insurance policy or an annuity contract.
2. Whether the client's goals can be better served by keeping or modifying an existing policy or contract.
3. The effect of the replacement on future premium payment obligations and the client's ability to pay the premiums.
4. A comparison of the guaranteed and non-guaranteed/current elements of the existing and proposed policies or contracts and the effects on the cash value buildup, death benefits, lapse dates, etc.
5. How surrender charges that may be assessed on the surrender of the existing policy or contract and those applicable to the proposed policy or contract will affect the values (e.g., a comparison of net cash value directly before and after the replacement transaction).
6. The effect of the replacement on the client's liquidity needs.
7. The consequences of new incontestability and suicide provisions.
8. Whether changes in the Insured's health after the date the existing policy was issued will adversely change mortality costs.
9. Any increase in mortality costs.
10. Any differences between the existing and proposed contractual provisions, duration and amount of coverage, loan interest rates and/or tax treatment of the replacement transaction.
11. Any favorable provisions or grandfathered rights that may be lost (e.g., term conversion options lost when replaced with a new term policy).
12. Any potential tax consequences.
13. The quality and financial stability of both the existing and the replacing company(ies).
14. Whether the client will lose existing benefits (such as death, living, or other contractual benefits) or be subject to increased fees, investment advisory fees or charges for riders and similar product enhancements over the life of the policy or contract.
15. Whether the client would benefit from product enhancements and improvements and how recently the client has had another exchange or replacement.

These guidelines apply to the replacement recommendation or purchase of any life insurance policy or annuity contract regardless of whether they are registered or non-registered products.

#### **G. Replacement Analysis**

To help Producers effectively evaluate whether their recommendation concerning a proposed replacement meets the applicable standard of care, the factors that should be considered with the client include the following and any other factors applicable to the relevant standard of care:

**Premiums:**

- a. Are they affordable?
- b. Could they change?
- c. The client is older than when they purchased the original policy/contract, so premiums may be higher for the proposed new policy/contract.
- d. How long will the client have to pay premiums on the new policy/contract? On the old policy/contract?

**Values:**

- a. New policies/contracts usually take longer to build cash values and to pay dividends, if available.
- b. Acquisition costs for the old policy/contract may have been paid, and the client will incur costs for the new one.
- c. What (if any) surrender charges do the policies/contracts have?
- d. What expense and sales charges will the client pay on the new policy/contract?
- e. Does the new policy/contract provide more insurance coverage?
- f. Does the old policy/contract have privileges the client is forfeiting with the new policy (e.g., term conversion privileges)?

**Insurability:**

- a. If the client's health has changed since they bought their old policy, the new one could cost the client more – or the client could be turned down for the new policy.
- b. The client may need a medical exam for a new policy.
- c. Claims on most new policies (for as long as two years, depending on the state of residence) can be denied based on inaccurate statements made on the application.
- d. Suicide limitations may begin anew on the new coverage.

**If the client is keeping the old policy as well as the new policy:**

- a. How are premiums for both policies being paid?
- b. How will the premiums on the client's existing policy be affected?
- c. Will a policy loan be deducted from death benefits?
- d. What values (if any) from the old policy are being used to pay premiums?

**If the client is surrendering an annuity or interest-sensitive life product:**

- a. Will the client pay surrender charges on their old contract?
- b. What are the interest rate guarantees for the new contract?
- c. Has the client compared the contract charges or other policy expenses?

**Other issues to consider for all transactions:**

- a. What are the tax consequences of buying the new policy/contract?
- b. Is this a tax-free exchange? (Consult a tax professional.)
- c. Is there a benefit from favorable grandfathered treatment of the old policy/contract under the federal tax code?
- d. Will the existing insurer be willing to modify the old policy?
- e. Do the quality and financial stability of the new company compare favorably with the quality and financial stability of the existing company?

**H. Producer's Responsibilities**

The time and effort needed to fulfill the following responsibilities will depend on the types of products involved in the replacement transaction. To help ensure the replacement transaction meets the applicable standard of care, each Producer — prior to application submission — should:

1. Identify the client's current needs and objectives.
2. Determine whether the client's current needs and objectives can be met by the existing policy or contract, a modification of the existing policy or contract, or a new policy or contract.
3. Determine whether the purchase of the new policy or contract meets the definition of a replacement.
4. Provide, help the client obtain, or direct the client to information necessary to meet the standard of care applicable to the proposed replacement transaction (e.g., policies, annual statements, re-proposals and illustrations).
5. Provide complete disclosure and analysis of all relevant replacement information and factors — help the client understand the advantages and disadvantages of the replacement transaction.
6. Ensure that the client understands the difference between guaranteed and non-guaranteed/current elements of the existing and proposed policies or contracts and that non-guaranteed/current elements are based on specific assumptions and are never a guarantee or a predictor of future results.
7. Determine whether the replacement is appropriate and tailor recommendations accordingly.
8. Comply with the Company's replacement guidelines.
9. Comply with all relevant state and federal requirements, including states with more restrictive regulations (e.g., New York Regulation 60).
10. Recommend to the client that he or she keep the existing coverage in place until the new coverage is in force.
11. Document and maintain a complete and accurate record of client discussions, including all materials reviewed, relating to the standard of care and the replacement decision. Products involved in the transaction will dictate the proper amount of documentation necessary.
12. Not engage in deceptive or fraudulent conduct.
13. Not make oral or written statements misrepresenting or making an incomplete comparison of the terms, conditions or benefits of a policy or contract in an effort to induce the lapse, forfeiture, exchange, conversion or surrender of a policy or contract.

#### **I. Prohibited Activities**

Producers are prohibited from engaging in “churning” or “twisting,” as these are considered unfair methods of competition and deceptive acts or practices in the business of insurance.

Churning occurs when the policy or contract value of one existing insurance policy or annuity contract (including, but not limited to cash, loan values, or dividend values, and in any riders to that policy or contract), is used to purchase another policy or contract with the same insurer for the purpose of earning additional premiums, fees, or commissions, or other compensation and one of the following situations exist:

1. There exists no objectively reasonable basis for believing that the replacement or extraction of one policy or contract for another policy or contract with the same insurer results in an actual and demonstrable benefit to the policy or contract owner.
2. The replacement of the policy or contract is obtained in a fashion that is fraudulent, deceptive or otherwise misleading or that involves a deceptive omission.
3. The policy or contract owner is not informed that the policy or contract values, including cash values, dividends, and other assets of the existing policy or contract will be reduced, forfeited, or utilized in the purchase of the replacement or additional policy or contract, if applicable.
4. The policy/contract owner is not informed that the replacement or additional policy will not be a paid-up policy, additional premiums will be due, or a new contestable period will apply, if applicable, and the impact of these differences.

Twisting occurs when a Producer knowingly makes any misleading representations, incomplete or fraudulent comparisons, or fraudulent material omissions of or with respect to any insurance policies or annuity contracts for the purpose of inducing, or tending to induce, any person to lapse, forfeit, surrender, terminate, retain, pledge, assign, borrow on, or convert any insurance policy or annuity contract or to take out a policy or contract with another insurer.

If the Company determines that such a replacement does constitute churning or the Producer engaged in twisting, a replacement policy or contract will not be issued, and the Producer will be informed of such denial. Producers will be subject to disciplinary action by the Company, up to and including, termination of

appointment with the Company (refer to “Discipline for Policy Violations” section of this Manual).

#### **J. Role of the Client**

The determination of whether any particular replacement is appropriate for the client and whether to proceed with the transaction is ultimately to be made by the client after obtaining any and all information necessary to make that determination. If appropriate, the client’s decision should be made in conjunction with their tax or legal professional and/or Producer.

#### **K. Penalties for Violations of the Replacement Guidelines**

Violations of replacement guidelines and regulations may subject both the Company and the Producer to significant penalties. Penalties may include the revocation or suspension of a Producer’s or a Company’s license, monetary fines, and the forfeiture of commissions or compensation paid to a Producer as a result of the transaction in connection with which the violations occurred. In addition, the Producer will be subject to discipline by the appropriate disciplinary body. Refer to the “Discipline for Policy Violations” section of this Manual.

### **IX. Disclosures to Clients: During the Life Insurance and Annuities Sales Process**

#### **A. Life Insurance and Annuities Sales Process**

During the life insurance and annuities sales process, Producers act as the critical link between the Company (as the carrier) and the prospective policy or contract owner. In fulfilling that role, Producers act as a conduit of information that will provide an important basis for the prospective policy/contract owner’s decision to purchase an insurance or annuity product. Producers are expected to use the sales process to ensure clients receive clear, accurate, and complete information they need to make informed decisions about which insurance or annuity products, if any, to purchase. Providing comprehensive and accurate information improves a client’s understanding of the key features of the Company’s products, enhances the client’s ability to compare the relative costs and benefits of similar products and enables the client to select the product most suited to meeting his or her individual needs.

Keeping this in mind, Producers are prohibited from making misleading suggestions, statements, exaggerations, or omissions concerning any aspect of an insurance or annuity product. Each Producer should inform the prospective clients of the Producer’s role in the proposed transaction and the nature of the product. This means informing the clients that the Producer is acting as a Life Insurance or Annuity Producer and that the Company is a life insurance company. Producers should not create the impression that any other entity is responsible for the Company’s financial obligations. Producers must not imply or state that Corebridge Financial, Inc. is responsible for the guarantees or financial obligations of any product. Producers should not imply or suggest that their compensation is unrelated to sales or commissions on sales. The Company has found that using certain professional titles - such as financial planners, investment advisors, financial consultants or financial counselors - may confuse potential clients. Therefore, Producers are prohibited from using such titles unless they hold valid registrations or credentials and such titles accurately reflect their authorized capacity in connection with the proposed transaction. Producers are expected to understand and effectively communicate in English language policies, contracts, and other forms to their clients.

Policies, contracts, and other forms may not be translated in writing from English to another language. Where Producers may have clients who prefer to communicate in a non-English language, Producers should provide oral disclosure to clients that include (1) the terms of the insurance or annuity contract, as expressed/printed in English; and (2) notice to the client that the Producer’s non-English explanations/conversations are for informational/convenience purposes only and that the original document in English governs.

#### **B. Life Insurance and Annuities Sales: Words and Phrases to Avoid**

To help prevent misunderstandings or disputes between Producers and prospective policy/contract owners, the following words and phrases should be strictly avoided in connection with the sales process.

1. **Suggesting We Sell Something Other than Insurance and Annuities.** Do not refer to the Company’s products as anything other than insurance and annuities. Do not refer to a client’s purchase as an “account” or a “plan.” Producers may explain how policy or contract owners can use the cash value that may accumulate within their insurance policies as long as they do so factually and accurately.
2. **Suggesting Non-guaranteed Items are Guaranteed.** Do not describe non-guaranteed elements or hypothetical values of a policy or contract as guaranteed. Under no circumstances should Producers state or imply that the payment or amount of non-guaranteed values or elements under a policy or

annuity is guaranteed.

3. **Suggesting Premium Requirements Vanish.** Do not suggest that the policy will not require annual premiums to maintain the illustrated death benefit unless the policy is fully paid up (e.g., a single premium policy for which the premium is fully paid). In particular, avoid terms such as “vanish”, “vanishing premium”, “disappearing premium” or their equivalent.
4. **Suggesting Policies are Guaranteed Issue When Issue is Not Guaranteed.** Do not suggest that issuance of a policy is not dependent upon evidence of insurability when that is not in fact the case.
5. **Referring to Insurance Benefits as Profits or Returns on Investment.** Do not refer to policy benefits as profits or returns on investment. A pure endowment benefit should not be described as a profit or return on the premium.
6. **Suggesting Clients Can Get Something for Nothing.** Do not use terms like “free”, “no cost”, “without cost”, “no additional cost”, “at no extra cost” or similar words with respect to any benefit or service being made available with a policy or contract unless there is in fact no direct or indirect cost to the prospective policy/contract owner for the service or benefit.
7. **Referring to a Policy as a Unique or Special Offer When it is Not.** Do not state or imply that the policy or combination of policies is an introductory, initial or special offer; that substantial advantages are available only for a limited time; or that the offer is available only to a specified group of individuals unless that is the fact. If the Company provides any special offer, the Producer should only use the approved language by the Company.
8. **Making Unfair or Incomplete Comparisons.** Do not make unfair or incomplete comparisons of policies, benefits, dividends or rates with those of other insurers. Only complete and accurate comparisons of policy features should be made, and Producers should take reasonable steps to assure the completeness and accuracy of such comparisons, keeping in mind that all sales materials must be submitted to the Company for approval.
9. **Making Claims of Government Approval.** Do not state or imply that any product is in some manner connected with a governmental program or agency or that it has been endorsed by a governmental agency, such as a state, a state insurance department, or other regulatory body.
10. **Mentioning State Insurance Guaranty Associations.** The state Insurance Guaranty Associations should not be discussed during the sales process. Do not suggest that a policy or contract is insured by a state Guaranty Association for the purpose of sales, solicitation, or inducement to purchase life insurance or annuities.
11. **Making Inaccurate Statements about the Company.** Do not make misleading statements, in fact or by implication, with respect to the assets, liabilities, insurance in force, corporate structure, financial condition, age or relative position of the Company in the insurance business. Producers should clearly inform the prospective client of the scope and purpose of ratings and financials.
12. **Disparaging Remarks about Competitors.** Do not make disparaging remarks about other insurers, insurance Producers, products, services, or methods of marketing. However, Producers may inform their clients of factual comparisons of product features.

This list is not intended to be exhaustive. Please remember that all presentations made to clients should provide complete and accurate information about the Company’s products.

### C. Life Insurance and Annuities Sales: Prohibition Against Securities Recommendations

Life insurance and annuity Producers who are not licensed to sell securities are prohibited from making recommendations to the Company’s existing or prospective clients to hold, purchase, or sell any securities for any reason. This includes, but is not limited to, recommendations to sell securities products where the proceeds of the sale would be used to buy a non-securities product such as a life insurance policy, fixed annuity, or fixed index annuity.

### D. Life Insurance and Annuities Sales: Pretext Interviews are Prohibited

No insurance institution, life insurance or annuity Producer, or insurance-support organization shall use or authorize the use of pretext interviews to obtain information in connection with an insurance or annuity transaction.

The NAIC defines a “Pretext interview” as an interview whereby a Producer attempts to obtain information about a natural person by performing one or more of the following acts:

1. Pretends to be someone he or she is not.
2. Pretends to represent a person he or she is not, in fact, representing.
3. Misrepresents the true purpose of the interview.
4. Refuses to identify himself or herself upon request.

#### E. Life Insurance Sales: Information to Include in the Sales Process

Producer should clearly inform prospective clients of the nature of the products and services in which they are interested. Distinguishing between guaranteed and non-guaranteed/current elements of an insurance product is of primary importance in helping clients understand the nature of the product. During the sales and delivery process of any product with non-guaranteed elements, the client must be provided with a minimum of the following documents:

1. An application.
2. A regulatorily-compliant illustration wherein non-guaranteed elements are illustrated (if required).
3. A buyer's guide (in states where required).
4. A policy summary (in states where required).

For life insurance, Producers must discuss premium obligations accurately. Clients should be advised that premium obligations are payable for the duration of the contractual premium payment period. Although credited interest, dividends or cash values may become sufficient to cover the premium for a period of time, the client's obligation to pay the premiums does not automatically cease, and the client should be informed that policy values may not be sufficient to cover premium obligations in the future.

Producers should discuss any charges and expenses with prospective clients and help them understand that life insurance premiums may vary from the initial quote if a health condition or risk factor results in a less favorable underwriting rating.

## X. Disclosures to Clients: The Creation and Use of Life Insurance and Annuity Illustrations

### A. Life Insurance Illustrations

Life Insurance sales illustrations help clients understand how their policies may function by providing hypothetical representations based upon policy elements, including, but not limited to, non-guaranteed and guaranteed policy values. Remember, non-guaranteed elements in an illustration are not guaranteed projections of future performance.

Complete and accurate illustrations aid your efforts in providing clients with information that can result in informed buying decisions. To ensure that illustrations serve their proper end, it is important that illustrations be presented in a manner consistent with applicable laws and regulations and are otherwise fair and appropriate.

#### 1. Definition

A life insurance illustration is a hypothetical presentation or depiction that shows, among other things, certain non-guaranteed elements of a life insurance policy over a period of years. There are three types of life insurance illustrations:

- a. **Basic illustration:** A ledger or proposal used in the sale of a life insurance policy that shows both guaranteed and non-guaranteed elements.
- b. **Supplemental illustration:** An illustration furnished in addition to a basic illustration. A supplemental illustration may be presented in a format differing from the basic illustration but may only depict non-guaranteed elements as permitted in a basic illustration.
- c. **In-force illustration:** An illustration for a particular policy furnished at any time after the policy it depicts has been in force for one year or longer.

#### 2. Creation of Life Insurance Illustrations

Producers are permitted to use only illustrations generated by the Company or by software that has been approved by the Company. Producers are not permitted to alter the assumptions underlying, or operation of, any Company-approved software. Producers must ensure the illustrations they use are generated from the Company's most current software. Producers may only use the most updated version of Company approved illustrations or software.

### 3. Presentation of Life Insurance Illustrations

Where an illustration is used, Producers must not advise clients that an illustration is a projection of future performance or a guarantee of performance. Rather they should advise that an illustration is a depiction of how the policy may perform over time, based on the assumptions underlying the illustration. In presenting and explaining the illustration, Producers must refrain from:

- Marking or altering an illustration in any way.
- Representing the policy as anything other than a life insurance policy.
- Using or describing non-guaranteed elements in a manner that is misleading or has the tendency to mislead.
- Stating or implying that the payment or amount of non-guaranteed elements is guaranteed.
- Using any illustration not generated by the Company or by software that has not been approved by the Company.
- Providing an applicant with an incomplete illustration.
- Representing in any way that premium payments will not be required for each year of the policy to maintain the illustrated death benefit, unless that is a fact.
- Using the terms “vanish”, “vanishing premium”, “limited pay” or similar terms that imply that the policy becomes paid up to describe a plan for using non-guaranteed values to pay a portion of future premiums.
- Offering a supplemental illustration that is not accompanied by a basic illustration and otherwise compliant with this policy.

### 4. Delivery of Illustrations, Signed Illustrations, and Record Retention

Illustrations assist clients in understanding the functioning of the product that they purchase and also provide an important documentary record of the transaction. Illustrations can therefore be a useful tool in refreshing clients’ recollections regarding the merits of their purchase. To protect themselves and their clients better, and subject to any additional obligations imposed by an individual state’s law, Producers must deliver, obtain signatures, and retain illustrations, as follows, for products subject to the state-adopted versions of the NAIC Life Insurance Model Regulation and other applicable laws and regulations. These procedures are also recommended for use with variable life insurance products.

- Applied for As Illustrated.** If a Producer uses an illustration in connection with the sale of a life insurance policy and the policy is applied for as illustrated, the Producer must submit a signed copy of the illustration to the Company with the application and provide a copy to the client. A signed copy also should be maintained in the Producer’s files.
- Issued Other Than as Applied For.** If a Producer uses an illustration in connection with the sale of a life insurance policy and if the policy is issued other than as applied for, a REVISED basic illustration conforming to the policy as issued must be sent with the policy. It must be labeled “REVISED”, and it must be signed and dated by the client and Producer no later than the time of policy delivery. A signed copy of the REVISED illustration must be provided to the client and the Company, and a signed copy must be maintained in the Producer’s files.
- Illustration Sent.** If the New Business Department sends a copy of the illustration to the client by mail, the mailing must include a self-addressed, postage-prepaid envelope and instructions for the client to sign the duplicate copy of the illustration and return the signed copy to the Company.
- No Conforming Illustration Used at Time of Sale (Certification Form in Lieu of Illustration).** At the time of sale, if a Producer (a) did not use any illustration, (b) used an illustration that did not conform to the policy applied for, (c) used an illustration displayed on a computer screen but did not provide the client with a printed copy, or (d) used a quotation or composite illustration in connection with group policies, the Producer must certify such actions through the use of the Company required document to acknowledge that no illustration was used.

On this document, the client shall acknowledge that (1) no illustration conforming to the policy applied for was provided due to the circumstances mentioned above and (2) an illustration conforming to the policy, as issued, will be provided no later than at the time of policy delivery.

**Note:** When the Producer used a computer screen illustration but did not provide the client with a printed copy, a few states require:

- **The client to acknowledge such action** and to sign a statement saying that he or she understands that a printed copy of the illustration matching the computer screen will be provided no later than at the time the application is provided to the Company
- **The Producer to certify such action** and to disclose the personal and policy information on which the computer screen illustration was based

To comply with these requirements, the Company has made available a state-specific version of its Company-required document to acknowledge that no illustration was used. Please check applicable state rules to determine whether you need to use the state-specific version of this form.

This document or the applicable state-specific version must be completed, signed, and dated by the client and the Producer, and provided to the Company with the application.

Once the policy is issued, a basic illustration conforming to the policy as issued must be included with the policy and signed no later than at policy delivery. A signed copy must be provided to the client and the Company, and a copy must be maintained in the Producer's files.

## 5. Supplemental Illustrations

A Producer may present a supplemental illustration only where it is appended to, accompanied by, or preceded by a basic illustration that complies with applicable law or regulation.

## B. Annuity Illustrations

Annuity Illustrations help clients understand how their annuity contracts may function by providing hypothetical representations based upon contract elements including, but not limited to, non-guaranteed and guaranteed contract values. Unlike life insurance illustrations, annuity illustrations are not required as part of the sale process, but, when they are used, clients must understand that non-guaranteed, hypothetical values shown in an illustration are not guaranteed projections of future performance. As with any marketing or sales tool provided to a client, the illustration must be generated and presented within allowable parameters.

Complete and accurate illustrations can aid Producer's efforts to provide clients with information consistent with making informed buying decisions. To ensure that illustrations serve their proper end, it is critical that they be presented in a manner that is consistent with applicable laws and regulations and is otherwise fair and appropriate.

### 1. Definition

An annuity illustration is a personalized presentation or depiction that includes non-guaranteed elements and shows non-guaranteed values of an annuity contract over a period of years. "Static"/non-personalized depictions, or depictions of minimum guaranteed elements and values only, are not considered illustrations.

### 2. Creation of Annuity Illustrations

Producers are only permitted to use illustrations approved by the Company for its annuity products. Producers may only use the most updated version of Company-approved illustrations or software.

### 3. Presentation of Annuity Illustrations

When presenting an annuity illustration, Producers should inform the client that the illustration is not a projection or guarantee of performance. Rather, they should advise that an illustration is a hypothetical depiction of how the contract may perform over time, based on the specific set of assumptions underlying the illustration.

In explaining the illustration, usually (a) historical performance and (b) current rates and/or minimum guaranteed values that are held constant for the period illustrated are shown. It is important for a Producer to advise the client that subsequent interest rates and index account factors will be declared and that they might be higher or lower than those illustrated. The minimum and maximum rates should also be disclosed to the client, such as the minimum rate caps and participation rates, and the maximum spreads.

Producers must avoid describing or presenting the illustration in the following manner:

- Representing the contract as anything other than an annuity contract issued by the Company.

- Using or describing non-guaranteed/current elements (e.g., current rates and values) in a manner that is misleading or has the tendency to mislead.
- Stating or implying that the hypothetical income or asset growth based on non-guaranteed/current rates or elements is guaranteed.
- Using a hypothetical illustration that is not in the form prescribed and provided by the Company, such as not including every page provided in the hypothetical illustration.
- Altering the illustration in any way, including making any notation or marks on the illustration, or instructing the client to make a mark or notation.

#### 4. Delivery of Annuity Illustrations

If delivering an annuity illustration, Producers should adhere to the following requirements:

- Provide the client with the Owner Acknowledgment and Disclosure Statement with a fixed and fixed index annuity illustration. The Owner Acknowledgment and Disclosure Statement must be delivered to the client no later than when the application is signed. With respect to registered annuity products (i.e., variable annuity or registered index-linked annuity) illustrations, the product-specific prospectus must also be provided to the client; and
- Provide the client with an illustration that conforms to the issued contract. This is only applicable if the issued contract varies in key aspects from the original illustration that was provided, for example, a new “conforming” illustration is not required if the only differences are changes in the amount of initial or additional premiums that do not alter the key benefits and features of the annuity.

Listed below are some examples when a Producer should provide a new “conforming” annuity illustration to the client.

- If the initial illustration presented was for one contract, but the client ultimately applies for a different contract.
- If the initial illustration presented shows the selection of a specific living benefit, but ultimately the client selects a different living benefit or decides not to purchase one.
- If the initial illustration presented shows the selection of certain index account options, but ultimately the client applies for different index account options:
  - For sales in states that have adopted the NAIC Annuity Disclosure Model Regulation, the illustration tool does not permit depictions of index accounts with less than 10-years of history, such as the volatility-controlled indices, as the regulation does not allow the use of back-tested historical performance. Therefore, a Producer would need to:
    - provide an illustration that includes only the indices chosen that can be illustrated.
    - consider sharing educational marketing materials that describe the way volatility-controlled indices operate.

Under no circumstances should Producers ever present an illustration using a solicitation state other than the actual state of solicitation.

#### 5. Recordkeeping for Annuity Illustrations

Producers are responsible for maintaining a record of (a) information collected from the client; and (b) any annuity illustration provided to the client for the duration of the retention period under the laws of their state.

## XI. Completion of Documents and Signatures

Any applications, forms, policy receipts, illustrations, and other documents that the Company requires clients to review, complete and sign as part of their insurance purchase are important documents that play a vital role in establishing and documenting the Company’s relationship with clients. The information and client signatures required on such documents are essential elements of the Company’s compliance with state and federal laws and regulations. It is therefore essential that such documents accurately reflect information provided by the clients and contain the signature of the clients, certifying that they have reviewed and approved all the information on the documents.

The responsibility for the accuracy of client documents rests with the Producers who sell the Company's products. Accordingly, it is the Company's policy that Producers take steps to assure themselves that:

1. The information presented in all applications, loan request forms, suitability forms, policy receipts, illustrations and other client documents is accurate and has been provided or approved by the client.
2. The client has reviewed the final form of the documents containing all information, including the description notifying the client of the purpose and effect of the client's signature.
3. The client has signed/e-signed the final form of the documents and initialed any and all changes or utilized some other methodology permitted by the Company.\*

\* For e-applications, the e-signature process complies with this requirement if all parties agree to the e-signature terms presented during the signature process.

It is the Company's policy that there are no exceptions to these requirements even with client consent. Specifically, Producers are strictly prohibited from:

1. Requesting or permitting clients to sign blank forms.
2. Requesting or permitting clients to sign an application on which questions have been left blank for the Producer to complete at a later time.
3. Adding or changing information on a signed document without returning it to the client for review and approval (signaled by the client's initials and date).
4. Signing clients' names or placing their initials on any document.
5. Completing the e-signature process on behalf of the client, including in any face-to-face (in-person), virtual, online, or telephone solicitation/sale.
6. Knowingly entering or permitting a client to enter false information on any document.
7. Marking or altering a signed application outside the presence of the applicant.

Producers who, in our judgment, have violated the Company's policy regarding document completion and signatures by forging client documents, knowingly entering false information on documents or knowingly permitting forged or fraudulent documents to be processed or approved will be subject to Company discipline. This may include contract termination or legal action. Such activity also may subject Producers to regulatory sanctions and civil or criminal liability. In the Company's disciplinary proceedings, defenses such as "done at client's request" or "done with client's consent" will not be recognized as excuses for violating these policies.

## **XII. Best Practices for Documenting Conversations with Clients and Recommendations**

Various applicable regulations, including those covering suitability and best interest standards of care and replacements, require that a Producer document the basis of recommendation to purchase, exchange or replace an annuity contract or life insurance policy and any related conversation with the client.

Producers must thoroughly document any and all considerations that were evaluated and discussed when recommending a purchase, exchange or replacement. It is important that the explanation be individualized and specific to the client and include thorough, accurate and complete information. Producers should avoid using general or vague statements such as "higher rates" or "product features" in the explanation. It is best practice, and sometimes required, that the documentation be completed at or around the time of the recommendation.

Additionally, recommendations for purchases and exchanges should include the benefits of the proposed policy or contract and the reasons the existing policy or contract can no longer meet the client's needs and financial objectives. If the exchange or replacement will result in a loss of significant benefits or guarantees, the losses must be documented.

## **XIII. Delivering the Policy or Contract**

Timely delivery of a client's policy or contract is an important Company obligation. Proof of policy or contract delivery avoids non-delivery market conduct-related violations and service-related complaints by establishing that a policy or contract is delivered and the date the applicable free look period commences. The Company's expectation is that Producers will comply with state delivery requirements and obtain proof of policy or contract delivery, if required, and maintain such proof in the client's file and provide such proof of delivery to the Company, if required. A Producer who fails to deliver a policy or contract in a timely and appropriate manner is subject to disciplinary action. A commission may be subject to chargeback when a policy or contract is rescinded because there is no

satisfactory evidence that a policy or contract was delivered in an appropriate and timely manner.

A Producer is prohibited from delivering a policy to the client when the Producer is aware there has been an adverse change in the Insured's health subsequent to the application date.

#### **XIV. United States Department of Labor (DOL) Fiduciary Rule (“DOL Rule”)**

Under the DOL Rule, sales, rollovers, transfers, and allocation recommendations involving an ERISA plan and/or an IRA, in the context of either an existing client relationship or an anticipated future client relationship, may be considered fiduciary advice. As explained below, Producers should carefully consider whether they are acting as a fiduciary when making any such recommendations.

**Fiduciary Status.** A five-part test set forth in applicable regulations is applied to determine if Producers are acting in a fiduciary capacity when selling annuities. A Producer may be a fiduciary to an ERISA plan or IRA if the Producer satisfies the following 5-part test:

1. Provides individualized investment advice.
2. For a fee (this includes commissions).
3. On a regular basis.
4. Pursuant to a mutual agreement with the client.
5. That advice serves as a primary basis for investment decisions.

The DOL has sought to expand the scope of the fiduciary definition, both through new regulation and sub-regulatory guidance/interpretation of the current regulation. As of this writing, the DOL's expansion initiatives remain subject to a number of litigation challenges. Some of those challenges have resulted in the imposition of stay orders that preserve the status quo (i.e., prevent the new regulation and related guidance from becoming effective) while the cases remain pending. Nevertheless, under the current framework, certain one-time recommendations made in the course of an existing client relationship still could be considered fiduciary recommendations, and therefore, will require compliance with PTE 2020-02.

**Fiduciary Obligations.** A Producer acting in a fiduciary capacity must determine whether there are any conflicts of interest, including third party compensation (including commissions) and, if so, must either eliminate the conflict, or rely on a Prohibited Transaction Exemption (PTE), such as PTE 84-24 or other DOL guidance, in order to receive compensation.

Under PTE 84-24, which primarily applies to annuities, and in some cases may be the only exception to non-securities licensed agents, the Producer must make prudent recommendations, and must provide a disclosure form to the client at the time the recommendation is made which details (1) the Producer's relationship with the insurance company, limitations on offerings, the amount of sales commission and other compensation, and (2) descriptions of any charges, fees, discounts, penalties, or adjustments associated with the product. This information must be specific to the product and compensation the Producer receives for each client and particular recommendation.

To satisfy these PTE 84-24 obligations, Producers may use the Company's "Prohibited Transaction Exemption (PTE) 84-24 Disclosure and Acknowledgement Form." This form will generate during the electronic application process, with certain fields pre-filled, and should be provided to the client but not submitted with the application. A blank template may be obtained in form repositories for non-electronic sales. PTE 84-24 also requires the Producer to confirm that product and sales compensation is not in excess of "reasonable compensation." Refer to the applicable Compliance Bulletins for additional details.

**Note: The Company does not sell or issue life insurance policies to Qualified Plans.** Qualified plans generally refer to employer-sponsored retirement plans that allow for tax-deductible contributions by an employer and/or tax-deferred (pre-tax) contributions by the employee. Examples of qualified plans include but are not limited to 401(k), 403(b) and profit-sharing plans.

#### **XV. File and Record Maintenance**

All Company Producers are required to maintain complete and accurate files for transactions related to the Company in accordance with Company's Records Retention Schedule. The records Producers keep will be the best (or only) way to establish the care and professionalism exercised when dealing with a particular client. Carefully maintained files also provide the best protection against inappropriate or wrongful complaints or legal claims in the future. The appropriate time to build such files is when a particular transaction is in process, since it can be difficult

or impossible to reconstruct the file months or years later when questions or issues may arise. These files must be maintained per regulatory requirements.

Generally, most states view electronic record retention or imaging as an acceptable format for file retention so long as the electronically retained record is an accurate, exact reproduction of the original hard copy which cannot be altered, and a hard copy may be reproduced quickly and easily from the electronic image. Producers must become familiar with the file and record maintenance regulations of the states in which they write insurance or annuity business to assure compliance with record retention regulations and laws.

#### **Client Files to be Maintained by Producers:**

1. All sales presentations or other marketing material used by you or shown to the client. In addition, agencies must maintain copies of all advertising/sales material created by any agency office personnel. The file should also include documentation of the required Company approval of the material with clean versions attached of the material including required modifications.
2. Fact-finding tools (including annual reviews) or any other documents used to collect client data and determine the client's insurable needs and financial objectives (refer to "Disclosures to Clients: During the Life Insurance and Annuities Sales Process" section of this Manual).
3. Copies of all illustrations shown to the client (including information collected from the client) and, if required by state law or the Company's policy, a signed copy of the illustration of the policy actually delivered (refer to "Disclosure to Clients: The Creation and Use of Life Insurance and Annuity Illustrations" section of this Manual). For any client who buys a policy or contract, this must include any written solicitations and/or product comparisons and every proposal shown to the client (even if the client did not buy all of the products that were proposed).
4. Disclosures made to the client, including summaries of oral disclosures, and other information used in making recommendations that were the basis for the insurance transactions.
5. Forms required to be provided to the client, but not required to be submitted to the Company.
6. All correspondence between the Producer and the client (or a representative of the client).
7. A record of dates and notes memorializing any substantive telephone conversations or meetings between the Producer and client (or a representative of the client).
8. A signed Acknowledgement Receipt Form, if applicable.
9. Copies of all applications.
10. If a replacement was involved, signed copies of all state replacement forms or any ledger statements used in a conversation.
11. Signed transfer or 1035 exchange forms, if applicable.
12. Copies of all asset transfer forms involving qualified plan transactions.
13. A signed Policy Delivery Receipt (Policy Delivery Checklist, where applicable) or record when a policy was mailed, if applicable.
14. A copy of the client's check, if applicable.
15. Records of training provided to Producers or that Producers attended as part of a continuing education requirement to maintain their licenses.
16. Complaint files and a complaint log for complaints received that relate to policies issued by the Company. The complaint file must include a copy of the written complaint from or relating to the client (or in the case of a verbal complaint, the completed complaint form) and all relevant correspondence and memoranda setting forth the nature, background and disposition of the complaint. The complaint log must list and provide the following information for all complaints: the complainant's name, the date the complaint was received by the Producer, the substance of the complaint, the date the complaint was sent to the Company, the date the complaint was resolved and how the complaint was resolved. Refer to the "Escalated Issues and Formal Complaints" section of this Manual.

**Note:** Variable product files must be maintained separately from non-variable product files. With regard to other requirements for variable products, all books and records are to be maintained in accordance with the guidelines set forth in the Producer's broker-dealer's manual.

## XVI. Prohibited Premium Payments and Other Transactions by Producers

To comply with applicable laws, the Company prohibits the commingling of policy/contract owner funds with those of Producers. Further, administrative problems may develop when the Company accepts funds from a Producer or an agency to pay a premium. Consequently, Company policy prohibits Producers from directly or indirectly paying premiums on behalf of clients or providing clients any valuable consideration or inducement not specified in the policy (i.e., rebating).<sup>2</sup> The Company will, however, accept premium payments from a Producer for policies insuring the Producer or a member of the Producer's immediate family. Immediate family is defined as spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted, half, and step members are also included in immediate family.

All premiums collected from the client are to be remitted immediately to the Company in an acceptable form of payment, made payable to the Company.

Transactions creating a conflict of interest are prohibited. Producers have broadened their insurance practices by serving as real estate agents, mortgage brokers, settlement brokers, trustees, or other types of advisors.

Representing multiple parties or serving multiple roles in one transaction creates a risk of conflict and is prohibited. Producers should refer to "Disclosures to Clients: During the Life Insurance and Annuities Sales Process" section of this Manual regarding each Producer's obligation to inform clients of the Producer's role in the transaction, the nature of the product, and that the Producer is acting as a life insurance or annuity Producer.

Unless a policy or contract insures a member of the Producer's immediate family, Producers are also prohibited from:

- Purchasing a client's policy or contract
- Becoming the owner, beneficiary, assignee, addressee of record, etc., of a client's policy or contract
- Becoming the trustee under a trust or conservator under a conservatorship that is the owner, beneficiary, assignee, addressee of record, etc., of a client's policy or contract
- Causing members of their own families or strangers to a policy or contract to become the owner, beneficiary, assignee, addressee of record, etc., of the policy or contract

For products where a Limited Temporary Life Insurance Agreement ("Limited Temporary Life IA") is an option, a Producer is prohibited from offering the Limited Temporary Life IA to the policy owner and accepting premium payment at the time of application, if the Producer is aware that the applicant cannot truthfully answer "no" to the health and age questions set forth in the application and in the Limited Temporary Life IA or its successor forms.

For other products which offer other limited coverage subject to the Company's underwriting rules, a Producer may deliver to the policy owner a Limited Term Life Insurance Agreement ("Limited Term Life IA") and accept premium at the time of an application for insurance for which the Company, under its rules, provides a Limited Term Life IA, when all health and age questions on such application that must be answered when a medical examination is required are answered "no."

Producers are prohibited from selling Company products to incarcerated individuals. When thinking about potential clients who would benefit from life insurance, it is important to consider their housing circumstances and the risks such solicitation may represent to you, as the Producer, as well as the Company and even the client. With these considerations in mind and due to high risk factors for potential fraud, financial concerns and other issues, solicitation of persons who are currently incarcerated in jail or prison is prohibited. Cases for applicants who are in

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<sup>2</sup> It should be noted that on December 9, 2020, the NAIC Executive Committee approved changes to Section 4(H) of the Model Regulation that addresses rebating. The adopted revisions will allow certain types of value-added products and services to be provided in connection with an insurance product without being identified in the insurance contract, and without violating the anti-rebate provisions. As a general matter, those products and services must meet certain identified criteria of the Model Regulation (i.e., they must be to enhance health or financial wellness). The Model Regulation also includes certain additional obligations that must be satisfied to avoid the rebating prohibitions for such eligible products and services, including:

- Limitations on the cost of the products or services in comparison to the premium
- Making contact information available to the client for any questions about the eligible products and services offered
- Ensuring that the products and services are offered in a manner that is not discriminatory

The Model Regulation revisions are the NAIC's attempt to provide some flexibility related to the offering of annuity and life insurance products in combination with other services and marketing techniques, while maintaining a framework that prevents unfair discrimination. If and when states adopt the Model Regulation, it is your responsibility as a producer to comply with the requirements of the amended regulation.

**Note:** This Model Regulation change, even if adopted in a state, does not alter the Company's rule against rebating.

jail, awaiting trial, or who are out on probation or parole will be postponed until the client is out of jail or off probation or parole for at least 12 months.

## XVII. Company's Position on STOLI/IOLI

The Company is concerned with the interests of our policy owners and insureds. Life settlement and Stranger-Owned Life Insurance (STOLI) or Investor-Owned Life Insurance (IOLI) raise standard of care issues regarding the sale (particularly for seniors), disclosure adequacy and potential fraud. These transactions may also have securities and tax law implications. Many states prohibit STOLI transactions by statute or regulation. In addition to compliance with the following guidelines, Producers must comply with all applicable laws and regulations governing any sales. The following should be considered regarding STOLI/IOLI sales:

1. The Company will not issue a policy if the probable intention of the insured, policy owner, or any other party to the life insurance transaction is to sell the policy to a viatical or life settlement provider.
2. The Company will not issue a policy when the policy owner has no interest in the continued life of the insured.
3. The Company has rescinded and reserves the right to rescind policies/contracts sold to fund STOLI/IOLI transactions, one consequence of which is the charge back of Producer compensation.
4. The Company has disciplined and reserves the right to discipline Producers who sell Company policies/contracts to fund STOLI/IOLI transactions or who fail to notify the Company of the policy owner's probable intention at the time of issuance to subsequently settle a life insurance policy/contract.
5. Additionally, any Producer appointed with the Company who is considering participating in a viatical, life settlement or similar secondary market life insurance transaction should be mindful of and comply with all Company policies and procedures. Producers must comply with the following directives regarding secondary market life insurance transactions:

New business:

- **Provide Full Disclosure to the Company.** An appointed Producer has a duty to disclose any and all information that indicates coverage may be part of a plan to sell the policy in the secondary market and to disclose STOLI/IOLI sales. The owner of a life insurance policy must have an interest in the continued life of the insured at the time the policy is issued. Applying for life insurance with the probable intention to sell the policy in the secondary market in the future not only threatens the insurable interest supporting that policy, it exposes the policy to rescission. For the same reasons, the Company will not permit a sale where there is not a clear interest in the continued life of the insured. Producers are required to disclose if the proposed insured is applying for coverage with the probable intention of selling his or her policy in the "Reason for Insurance" section of the application.

In-force/existing business:

- **Discuss Policy Options.** Explain any available rider benefit as well as all contractual rights available to a client who is considering a secondary market sale of an existing policy.
- **Do Not Use Company Letterhead.** Engaging in secondary market transactions and STOLI/IOLI sales are outside the scope of a Producer's contract with the Company. Accordingly, there should not be any communication with the client or any third party in connection with such transactions that reference the Company or use the Company's letterhead.
- **Conflicts of Interest are Prohibited.** Producers have broadened their insurance practices by serving as settlement brokers, settlement purchasers, settlement companies, trustees or even finance companies. Representing multiple parties or serving multiple roles in one transaction may create a conflict of interest and is prohibited.
- **Reminder for Producers who are Registered Representatives.** FINRA rules require Producers to provide prior written notice to the broker-dealer of intent to engage in any outside business activities, including viatical, life settlement and/or STOLI/IOLI business. FINRA rules prohibit Producers from engaging in private securities transactions, except with the approval of the broker-dealer who assumes responsibility to supervise and record such transactions on its books and records. Producers should review the broker-dealer's policies and procedures and contact the broker-dealer with any questions.

## XVIII. Advertising/Sales Material

The Company is committed to providing clients with complete, balanced, and accurate information regarding the Company's products and services that enables them to make decisions consistent with their objectives and goals.

Communications with the public are an important part of the sales process. To ensure that these communications with the public comply with applicable laws and regulations and are written in a manner that is clear, understandable and conveys accurate and helpful information, the Company requires that all materials related to the Company and used in the Producer recruiting and sales processes have Company approval, and that Producers follow the Company's guidelines for obtaining such approval.

### A. Definition

The Company's advertising/sales material refers to materials designed to create public interest in the Company, its annuity, life or other insurance products or its Producers, or to encourage the public to purchase, increase, modify, reinstate, borrow from, surrender, replace or retain a policy. The definition of advertising/sales material is expansive and includes items that Producers may not think of as being advertising/sales material. It is important to remember that advertising/sales material includes items created by third parties such as industry organizations and items intended for Producer use only. Producers questioning whether something is advertising/sales material as defined in this Manual should submit it to the Company for approval prior to use.

#### **Advertising/Sales material includes but is not limited to:**

1. Printed/published material, audiovisual material and descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, telemarketing scripts and billboards and similar displays.
2. Websites and internet publications of any information relating to the Company or its products, services, office locations, Producers or other employees, including, but not limited to, e-mail, home pages and social networking sites such as LinkedIn, Facebook, WeChat, Instagram, TikTok, X (fka Twitter) or the like created by individual Producers or others.
3. The Company's descriptive literature and sales aids of all kinds (issued, distributed or used by the Company or Producers selling the Company's products, including, but not limited to, circulars, newsletters, leaflets, brochures, booklets, depictions, illustrations, software printouts, proposals and pre-approach and other form letters, delivered in any medium, including electronic).
4. Newspaper or magazine articles or reprints, published investment letters, industry publications or any other material created by a third party and used as part of the sales process.
5. Communications that use the Company's logo and/or rates.
6. Company material used for recruiting, training and educating the Company's Producers and employees and that is designed to be used or is used to encourage the public to purchase, increase, modify, reinstate, borrow from, surrender, replace or retain a policy or other product.
7. Prepared sales talks, seminars, presentations, invitations and material for use by Producers and employees, including, but not limited to, software presentations, videos, overheads and slides used to promote the Company's products and/or services of the Company.
8. Business cards, stationery, envelopes and other similar materials that display or contain the Company's name.
9. All material used to train Producers and employees concerning the solicitation and sale of the Company's products.
10. Materials that are used only within the Company and are not intended for dissemination to, and that are not actually distributed to, the public (such materials will be identified with the designation "FOR INTERNAL USE ONLY" or a similar statement to that effect).

#### **Note:** Advertising/sales material does not include:

1. A general announcement from a group or a blanket policy/contract owner to eligible individuals on an appointment or membership list that a policy or a program has been written or arranged, provided the announcement clearly indicates it is preliminary to the issuance of a booklet explaining the proposed coverage.
2. Routine administrative correspondence that contains no marketing text, such as account or

contract changes; confirmations; response to inquiries; and letters indicating office relocation. In addition, account statement and prospectuses are not advertising/sales material.

## **B. Review of All Advertising/Sales Material**

The Company's advertising/sales material, whether created by the Company, a Producer, or a third party, must be approved by the Company prior to use. **There are no exceptions to this policy.** It is the Producer's responsibility in the first instance to ensure that all advertising/sales material generated by the Producer meets all applicable standards.

The Company reviews each piece of advertising/sales material and gives final written approval for its use. During its review, the Company scrutinizes the material to ensure, among other things, that it: (i) complies with applicable laws and regulations; (ii) is truthful, accurate and not misleading; (iii) discloses material aspects of the product; (iv) is clear and understandable in light of the complexity of the product; and (v) avoids suspect terminology, exaggeration and unfair comparisons.

If a Producer writes new advertising/sales material or wants to change the content or the format of approved material, regardless of its origin, then the proposed material must be submitted to the Advertising Review Compliance Department for approval at least ten (10) business days prior to use. Approval of any advertising/sales material submitted by Producers is valid for the time period specified by the Company. Continued use of such approved materials requires that a new request be submitted to the Company.

Advertising/sales material approvals are valid for two years from date of approval. Should material be updated within that period, it should be resubmitted for review. Advertising/sales material may not be used after expiration of approval by the Company.

Producers must avoid using outdated advertising/sales material. The Company may replace advertising/sales material in response to product changes, legal changes or regulatory changes. Producers should always use the most recent version of advertising/sales material. Use of advertising/sales material that has been replaced (as with the use of unapproved materials) is a violation of Company policy.

## **C. Presenting Advertising/Sales Material**

When presenting advertising/sales material to explain any product, Producers should keep in mind that they may not alter any of the materials they use. Doing so changes the material the Company has approved and is therefore a violation of the Company's policy.

In general, advertising/sales material should be used as a tool to help present clients with information they need to make informed decisions. This information must not only be accurate but also must not have the capacity or tendency to mislead the client. Producers must avoid using advertising/sales material, statements or communications of any kind that, when used alone, are not misleading but become deceptive or misleading when combined. Disclosures to be made to clients and terms to be avoided during sales presentations are detailed within the "Disclosure to Clients: During the Life Insurance and Annuities Sales Process" section of this Manual. The goal remains the same for all communications made: Producers and advertising/sales material should be fair, balanced and help each client understand the nature and elements of any product or service the client considers.

## **D. Social Media Guidelines**

As the Company is subject to various laws regarding market conduct and sales practices, advertising, and record retention, any communications designed to create interest in the products or services of the Company or otherwise promote a product or service of the Company using interactive or social media must comply with applicable laws and Company policies and procedures. Guidelines for usage of interactive or social media have been established on behalf of the Company for employees or Producers appointed with the Company.

**All Company sponsorship, initiation, participation, concepts, or content related to interactive media must receive Legal and Compliance Department approval before its use, in accordance with the advertising approval compliance policy.** This includes review of linked information, tweets, and previously approved Company marketing or product materials.

With the development of new media forms, the ways in which Producers of the Company communicate continue to evolve. These interactive media guidelines set forth Company requirements regarding advertising for Producer and employee participants in on-line activity or interactive media communications (interactive media), including blogs, professional networks, and social media such as Facebook, LinkedIn, and X (fka Twitter).

**The use of interactive media for communications referencing, discussing or related to the Company's insurance products, variable, registered, or the Company's investment products or securities, or any advertisement related to the Company, including the use of the Corebridge Financial brand is strictly prohibited without prior approval of the Advertising Review Compliance Department and, where applicable, Corebridge Communications.**

To enroll in the Social Media program, contact [socialmediateam@corebridgefinancial.com](mailto:socialmediateam@corebridgefinancial.com).

For questions about policies for the use of Social Media, contact the Advertising Review Compliance Department at [socialmediareview@corebridgefinancial.com](mailto:socialmediareview@corebridgefinancial.com).

**E. Use of Corebridge Financial Logo**

**The Corebridge Financial logo and brand are trademarked/copyrighted and may not be used without the express written consent of Corebridge Financial, Inc. Third parties must obtain permission via a logo-usage agreement from Corebridge Financial Communications Department prior to use.**

**F. Multi-language/Foreign Language Advertising and Sales Material**

Producers must be able to understand and educate clients on the products using English language policy forms. However, certain advertising may be translated into a language other than English. The submission of advertising and sales material translated into a language other than English must be pre-approved by the Advertising Review Compliance Department and must include the following at the time of submission:

- English version
- Targeted language version
- Certified translation certificate

The below disclaimer must appear in both English and the targeted language on the requested advertising and sales material; the disclaimer must be included on the material at the time it is submitted to the Advertising Review Compliance Department for review and approval.

“This document has been translated from English for your convenience. All applications for coverage and all policies or contracts that may be issued are written in English only. You may request an English version of this document. If there is any discrepancy, the English version is the official document.”

**Note:** Non-English advertising and sales material of registered securities products is prohibited.

**G. Advertising in New York**

Producers are prohibited from marketing or promoting an AGL policy or contract in the state of New York. Advertising and sales materials must not imply, directly or indirectly, that AGL conducts business in New York. This includes the airing of television and radio advertisements over state borders for AGL products. Refer to “Cross Border Sales to New York Residents” in the “Solicitation Standards” section of this Manual for more information on cross border sales.

## **XIX. Requirements for Solicitation via Telephone, Text Message, or Facsimile**

The Company does not require or request that Producers conduct telemarketing to solicit its products. Producers who choose to conduct solicitation of the Company's products via telephone, text message, or facsimile must adhere to the Telephone Consumer Protection Act of 1991 (TCPA), federal and state Telemarketer Registration, Do Not Call (DNC) requirements, and all other federal and state regulations regarding telemarketing. Producers are responsible for ensuring that their telemarketing complies with all applicable laws and regulations. This includes obtaining opt-in consent to contact consumers when required and as defined by the TCPA.

Producers must also comply with all federal and state Do Not Call (DNC) requirements, which include, but are not limited to, refraining from making telephone solicitations without applicable exemption to any telephone number that has been placed on the National DNC Registry, state DNC lists, the Company's DNC lists, and/or any other applicable internal DNC list. Producers should be familiar with and adhere to the DNC requirements. Fines can be up to \$16,000 per violation.

If a producer is utilizing the services of a lead generator, the producer is responsible for ensuring the lead generator has complied with all applicable TCPA and DNC requirements.

## XX. Escalated Issues and Formal Complaints

Working earnestly to resolve client dissatisfaction strengthens relationships with existing clients and helps enhance the Company's and the Producer's reputation for responsive service. For these reasons, it is imperative that: (i) all escalated issues be resolved promptly through the appropriate escalation paths existing within the Service Operations teams, (i.e., Service Operations Support (SOS) and Customer Advocacy Team (CAT)); (ii) all formal complaints be submitted to the Customer Solutions Unit (CSU) as described below immediately upon receipt by a Producer or Company employee; and (iii) Producers work cooperatively and diligently with CSU to resolve complaints. It is the Company's policy to handle all complaints fairly, effectively, and promptly.

### A. What is a Formal Complaint?

A Complaint is a written communication that is made by or on behalf of a Corebridge Financial customer expressing grievance or dissatisfaction. This may include oral communication documented in writing by the Company. Examples of Complaints include, but are not limited to, customers' alleging unfair, unethical or unlawful practices by Corebridge or an authorized Third Party, as well as expressions of disagreement or dissatisfaction made in the course of routine service interactions or business transactions regarding: i) insurance terms, premiums, or pricing, ii) claim handling and resolution, iii) general policyowner services, and iv) agent misconduct.

Complaints will be handled as required by regulatory agencies and the Customer Complaint Handling Policy. Operation service teams may attempt resolution through their escalation paths. However, the matter may escalate to a Complaint due to, for example, legal threats, risks reported to executives or increased internal escalation.

### B. Reporting Complaints

Complaints received by Company employees or by Producers must be referred immediately to CSU via facsimile, mail, or email as detailed below. Any Producer referring a complaint should retain copies of the information in a complaint file.

To report complaints involving individual policies/contracts and group policies/contracts issued by the Company contact:

**American General Life Insurance Company**

*or*

**The United States Life Insurance Company in the City of New York**

**Attn: Customer Solutions Unit**

**1050 N. Western Street**

**Amarillo, TX 79106**

Fax: (615) 749-2840

Email: [csuconsumer@corebridgefinancial.com](mailto:csuconsumer@corebridgefinancial.com)

### C. Resolving Complaints

After receipt of a formal complaint, CSU reviews the complaint and contacts the complainant directly to resolve it promptly and fairly. To this end, Producers may be requested by CSU to provide a written statement regarding the sale or further information. Prompt response within forty-eight (48) hours is the standard requested turnaround time. Producers are not to contact the complainant or client about the complaint unless requested to do so by CSU.

## XXI. Elder and Vulnerable Client Protection

### A. Prevention and Detection of Elder Exploitation and Abuse

The Company's Elder and Vulnerable Client Care (EVCC) Unit assists with the detection and possible prevention of financial exploitation of the Company's elderly and otherwise vulnerable clients.

Although definitions may differ by state, the North American Securities Administrators Association (NASAA) defines exploitation as:

1. The wrongful or unauthorized taking, withholding, appropriation or use of money, assets, or property of an eligible adult (defined as 65 years or older or a person subject to adult protective services in the state of residence).

2. Any act or omission taken by a person, including through the use of a power of attorney, guardianship, or conservatorship of an eligible adult to:
  - a. Obtain control, through deception, intimidation or undue influence over the eligible adult's money, assets, or property to deprive the eligible adult of the ownership, use, benefit, or possession of his or her own money, assets, or property.
  - b. Convert money, assets, or property of the eligible adult to deprive such eligible adult of ownership, use, benefit, or possession of his or her money, assets, or property.

**Note:** Some states define seniors as young as age 60.

Many states require financial institutions and certain covered persons to report suspected elder financial exploitation to the appropriate state agency often within two (2) business days of the suspicion arising. Additionally, some states require Producers selling to seniors to complete training on identifying and preventing elder exploitation. Below are some red flags that may evidence signs of financial exploitation:

1. Uncharacteristic withdrawal(s), especially after boyfriend/girlfriend, child, grandchild, or other individual suddenly comes into client's life.
2. Withdrawals with a purpose of paying up-front sum required to receive winnings from sweepstakes and/or a grant from a government agency.
3. Unusual or multiple requests for account changes (e.g., change of address followed by change to bank information or change of beneficiaries).
4. Sudden beneficiary change(s) from family member(s) to new person in the client's life (e.g., grandchild, boyfriend, or girlfriend).
5. Increase in transactions after a new Power of Attorney or guardian is added to the account.
6. A caller claiming to be the client, or agent of the client, but not being able to authenticate.
7. A caller claiming to be the client but sounding much younger than the client's age and particularly interested in the account information.
8. A transaction or series of transactions requested that appear to be inconsistent with the client's needs, particularly those that incur fees or penalties.
9. The client is confused about, or does not recall, requesting transactions.
10. Multiple or large withdrawals that the client cannot explain.
11. Signature on request(s) that do not match the signature on file.
12. A third party or power of attorney controls the conversation, and the client defers questions to the third party.
13. A third party will not allow you to speak with the client; but insists withdrawals or changes are needed by the client.
14. If you believe that an elderly client is being financially exploited of his or her AGL or US Life policies or contracts, contact [Elder\\_vulnerable\\_clientissues@corebridgefinancial.com](mailto:Elder_vulnerable_clientissues@corebridgefinancial.com) or call (844) 422-1945.

## B. Statutory Disinheritance Requirements

Certain states require the statutory disinheritance of an individual who commits certain felony offenses against a vulnerable adult, including disinheritance from acquiring property from the vulnerable adult. Such property includes life insurance, annuities, and other contractual arrangements.

Disinheritance is required upon receipt of a written notification claiming an individual who is a beneficiary of one of our clients is convicted of abuse, including a financial crime against that client. In addition, regulations require companies to revoke the abuser's ability to act as a fiduciary for the client (e.g., Power of Attorney, Trustee, Conservator, Executor). Any Producer who receives such notification must immediately refer the notification to the [EVCC](#) team.

## XXII. Information Handling

### A. Definitions

#### 1. Information Classifications

The Company classifies all information into the following categories in descending order of sensitivity: “Highly Confidential”, “Confidential”, “Internal”, and “Public Information.”

##### a. Company Information

Information that is Highly Confidential, Confidential, or Internal, whether business information, Personal Information, or both. For examples of Company Information, please refer to the Corebridge Financial Information Handling Standard.

##### b. Personal Information

Personal Information is any information that identifies an individual or relates to an identifiable individual, such as name, address, phone number, or employee identification number, and that is collected, maintained, or otherwise handled by, or under the control of, the Company, including information handled by Third Parties.

##### c. Sensitive Personal Information

Sensitive Personal Information is a type of Personal Information that is classified as Highly Confidential. Examples include:

An individual’s name or other information that identifies an individual **IN COMBINATION WITH** any of the following:

- Social Security Number
- Passport number
- Driver’s license number
- Military identification
- Other government issued identification number
- Payment card numbers, such as credit or debit card numbers (with or without any code or password that would permit access to the account)
- Financial account passwords, PINs or numbers or access codes to access financial accounts
- Medical or Health Information (includes any information related to physical or mental health and/or condition, such as disability status)
- Genetic or Biometric Information (such as fingerprint, hand or face geometry scan, retina or iris scan, face scan, voice identification, or other physical characteristics that can be used to identify a person)
- An individual’s complete insurance policy number
- Subscriber identification number or other unique identifier used by a health insurer to identify an individual
- Race, religion, ethnicity, sex life or sexual orientation
- Background check information or information on the commission or alleged commission of any criminal offense and any related proceeding (including, but not limited to, information related to investigation of crimes (including fraud and money laundering), crime detection/prevention, allegations of crime, disposition of proceedings, the sentence of any court in such proceedings, criminal records)
- Political or philosophical beliefs, political party membership, trade union membership
- Username, unique identifier, or e-mail address **IN COMBINATION WITH** any of the following: password, access code, or security question and answer permitting access to an online account.

## 2. **Highly Confidential Information**

Non-Public information that is of such high sensitivity that loss or unauthorized access could materially and adversely impact the business. Material adverse impact to the business could arise from: (i) material financial impacts, loss of client trust, damage to the brand, civil or criminal complaints, or a strategic disadvantage for the Company, and/or (ii) the obligation to make legal or regulatory privacy or cybersecurity breach notifications. All Sensitive Personal Information is classified as “Highly Confidential Information.”

## 3. **Confidential Information**

Non-Public information that is sufficiently sensitive that loss or unauthorized access could significantly and adversely impact the business. Significant adverse impact to the business could arise from: (i) significant financial impacts, loss of client trust, damage to the brand, civil or criminal complaints, or a strategic disadvantage for the Company, and/or (ii) a legal or regulatory obligation to protect from unauthorized use or disclosure.

## 4. **Internal Information**

Non-Public information that is sufficiently sensitive that loss or unauthorized access could have a limited adverse impact on the business. Limited adverse impact to the business could arise from: limited financial impacts, loss of client trust and/or damage to the brand.

## 5. **Public Information**

Information made legitimately available to the general public and/or information developed internally and intentionally released for public distribution by the Company. Loss or access would not have an impact on the business.

## **B. Policy Requirements – All Information**

Access to Company Information should be limited to Producers, their employees, and associates (collectively “Producer”) who need to know the information in order to carry out their job functions. Such persons are required to be familiar with and abide by the Company’s Information Handling policies, privacy policies and requirements set forth herein.

Both during and after a Producer’s affiliation with the Company, a Producer is prohibited, under the terms of the Producer’s contract with the Company, from directly or indirectly divulging, publishing, communicating or making available to any person, corporation, governmental agency, or other entity, or using for his or her own or any other person’s or entity’s purposes or benefit, Company Information (except as ordered by a court of competent jurisdiction or other regulatory authority). If you are requested to provide Company Information, including in connection with a legal or regulatory proceeding, contact the Legal Department immediately.

While a Producer is associated with the Company, all Company Information compiled, received, held or used by the Producer in connection with the business of the Company shall remain the Company’s property and shall be securely destroyed or returned by the Producer to the Company upon the termination of the Producer’s affiliation or at any earlier time requested by the Company, in accordance with the terms of the Producer’s contract or employment with the Company.

Producers will be expected, at all times, even after their relationship with the Company ends, to adhere to Company policy and procedures for handling Company Information that are reasonably designed to prevent unauthorized access to or use of the information.

## **C. Information Security**

Employees must comply with all applicable laws, Company policies, standards, procedures, and guidelines designed to ensure the confidentiality, integrity and availability of information systems and information handled using those systems as well as non-digital information, such as paper documents containing Company Information. A Producer’s policies and procedures must be designed to comply with applicable law, ensure the confidentiality, integrity and availability of Company Information and protect it from unauthorized access or disclosure. Office security must also be designed to protect Company Information whether in hard copy or electronic form. Producers should comply with the following minimum guidelines to help protect against unauthorized access to or disclosure of Company Information:

### **a. Physical Security Management**

Producers must protect Company Information from unauthorized disclosure and apply appropriate security measures to Company Information during handling, particularly during storage and transfer, in hard copy or electronic form. Additionally, Producers must protect Company computing devices from theft, abuse, damage, or unauthorized use.

The loss, theft or unauthorized use of a Company computing device must be reported to the IT Help Desk immediately. Complete a police report if the device is stolen. The loss, theft or unauthorized use of a computing device storing Company Information must be reported to the Company's management. **Note:** For employees, the controls in this paragraph will be managed by the Company.

Upon termination of employment or contract with the Company, employees and Producers must immediately return all Company computing and information assets in their possession or under their control.

**b. Configuration Management**

Company issued computer hardware and software must not be altered, modified, patched, or upgraded without proper authorization.

Unauthorized downloads and/or installation of software or firmware on corporate issued computing assets is not permitted.

**c. Identity and Access Management**

Authentication must be in place on IT systems, networks, tools, platforms, and infrastructure services where Company Information exists. Passwords must adhere to minimum configuration requirements. Strong passwords must contain at least thirteen (13) characters including upper- and lower-case letters, numbers, spaces, and symbols. Unattended sessions on laptops, desktop computers, and workstations must be logged off or employ a password-protected screensaver with the automatic activation set to no more than fifteen (15) minutes of inactivity.

Do not share passwords with anyone including people of authority or administrative assistants. Do not write passwords down on paper or post-it notes and attach to your laptop or store in your computer bag. Passwords must also not be recorded in software files, on electronic devices or on the hard drive of any laptop.

**d. Virus Malware Protection**

Malware protection software must be installed and maintained on all technology applications and services on any non-Company-issued computer used for conducting Company business. Malware protection software must be configured for continuous monitoring for malware characteristics, and capable and enabled to generate audit logs and report exceptions.

By default, removable media devices are not permitted. Where allowed by exception for legitimate business use, devices must be configured so that they automatically conduct an anti-malware scan on removable media upon connection, and so that content on removable media does not run automatically.

**e. Electronic Data Protection**

Highly Confidential, Confidential and Internal Information at rest must be encrypted in accordance with corporate encryption standards (including using disk-level encryption at a minimum). Sensitive Personal Information sent electronically over public networks (including by email or other internet transfer) must be encrypted.

Also, remember not to include client information in the subject line of emails. Always verify the email address of the intended recipient, including all email addresses contained in distribution lists and auto-completed email addresses, before sending an email. Do not forward emails containing Company Information to your personal email account.

**f. Network Management**

Network segmentation must be implemented based on connectivity zones and network segments and provide either physical or logical control over network traffic. Egress network traffic to the Internet must be processed by a Traffic Proxy. All wireless access points must be logically and physically secured, and centrally configured, managed, and controlled.

**D. Other reminders and best practices for protecting Company Information:**

- Refrain from discussing Company Information if the discussion can be overheard by others.
- Delete/securely dispose of Company Information once it is no longer needed, unless it is subject to a Preservation Notice/Litigation Hold.
- If hard copies containing Company Information need to be disposed of, they should be disposed of by a secure method that protects the Company Information from access by unauthorized persons, such as shredding.
- Do not store Company Information, including Personal Information, on any unapproved IT system, computer, device, or media. Regarding approved “Bring Your Own” devices (BYOD) for Company employees, Company Information must only be stored in approved applications on the device. Do not store Highly Confidential or Confidential Company Information on the hard drive of a non-Company computer.

## E. New York Department of Financial Services Cybersecurity Regulation (New York Cyber Rule)

The New York Cyber Rule requires that the Company maintain a cybersecurity program designed to protect the confidentiality, integrity, and availability of **Information Systems**<sup>3</sup> and **Nonpublic Information**<sup>4</sup>.

This program must include procedures to manage risks presented by third-party service providers, including Insurance Producers, agents, agencies and marketing organizations (e.g., all members of the selling hierarchy, collectively “Producers”).

The New York Cyber Rule requires Producers to comply with the requirements of the Company’s cybersecurity program and have their own policies and procedures in place to comply with the New York Cyber Rule. Key elements of the New York Cyber Rule and the Company’s program are below.

- Nonpublic Information held or transmitted by Producers must be encrypted both in transit over external networks and at rest.
- Producers must have effective access controls in place to protect against unauthorized access to Company Nonpublic Information. Devices and applications that store Nonpublic Information must have **Multi-Factor Authentication**<sup>5</sup> in place.
- Producers must provide prompt notice to the Company of **Cybersecurity Events**<sup>6</sup> directly impacting the Company’s Information Systems or Nonpublic Information being held by the firm by contacting the Corebridge Detection and Response Team (DART) at [DART@corebridgefinancial.com](mailto:DART@corebridgefinancial.com).

Producers may be subject to additional security requirements as they become available as both technological and regulatory environments evolve.

## F. Reporting Privacy Risk Incidents

Many data breaches occur as a result of unauthorized access to hardware or systems. Because of this, federal regulators and many states have enacted statutes that require an institution to notify all impacted clients and, in some cases, regulators when a data breach occurs.

The Company maintains: i) a reasonable and appropriate information security program (“Information Security Program”) designed to protect the confidentiality, integrity and availability of Company digital assets and information in their custody or under their control from cyber-attacks; ii) risk-based Third-Party Risk Management procedures to assist in evaluating whether relevant third parties have instituted adequate cybersecurity measures to protect against unauthorized access to or use of customer information and will notify the Company of any breach within required timeframes in compliance with applicable state and federal breach laws such as Reg S-P and iii) a written Incident Response Program reasonably designed to detect, respond to and recover from unauthorized access to or use of customer information including required notifications in compliance with applicable state and federal breach laws, such as Reg S-P.

Producers that become aware of an incident that compromises the confidentiality, integrity or availability of Personal Information or the increased risk of such compromise must immediately contact the Privacy Team at [PrivacyTeam.US@corebridgefinancial.com](mailto:PrivacyTeam.US@corebridgefinancial.com) to report the incident.

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<sup>3</sup> Information System means, under 23 NYCRR Part 500, a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of electronic information, as well as any specialized system such as industrial/process controls systems, telephone switching and private branch exchange systems, and environmental control systems.

<sup>4</sup> Nonpublic Information means, under 23 NYCRR Part 500, all electronic information that is not publicly available information and is: (1) Business related information of a Covered Entity the tampering with which, or unauthorized disclosure, access or use of which, would cause a material adverse impact to the business, operations or security of the Covered Entity; (2) Any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number, (ii) drivers’ license number or non-driver identification card number, (iii) account number, credit or debit card number, (iv) any security code, access code or password that would permit access to an individual’s financial account, or (v) biometric records; (3) Any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that relates to (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual’s family, (ii) the provision of health care to any individual, or (iii) payment for the provision of health care to any individual.

<sup>5</sup> Multi-Factor Authentication means authentication through verification of at least two of the following types of authentications factors: (1) knowledge factors, such as a password; (2) possession factors, such as a token or text message or a mobile phone; or (3) inherence factors, such as biometric characteristics. Examples of Multi-factor Authentication may include fingerprint authentication, facial recognition, and 1-time passwords.

<sup>6</sup> Cybersecurity Event means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an Information System or the Company’s information stored on such system.

## **G. Policy Requirements – Personal Information**

### **1. Collection**

Providing insurance and financial products and services involves collecting client personal, financial and health information that may not be publicly known. The Company and Producers collect information to underwrite products, provide client services, and fulfill legal and regulatory requirements. Regardless of how or why the information is collected or in what form, the Company and Producers are required by state and federal law and Company policies to protect and maintain the confidentiality of such information from disclosure.

Any Personal Information a Producer collects or that was previously collected from an individual on the Company's behalf is subject to its privacy policies and privacy laws. These policies and laws also apply to any list or summary that is created from the Personal Information that was collected on the Company's behalf. For example, a Producer-created list that contains the names and incomes of clients or prospective clients is Personal Information.

Producers should only collect Personal Information that is needed to provide a product or service, or otherwise operate their business.

During any interaction with an individual, the Producer may be working on behalf of the Company, a third party or parties (i.e., companies or individuals not affiliated with the Company), an individual or on the Producer's own behalf. "Affiliate" or "affiliated" means any company that controls, is controlled by or is under common control with another company.

A Producer is collecting Personal Information on the Company's behalf if a Company application or other form identifying the Company is used to record the Personal Information. In addition, a Producer may be acting on the Company's behalf in collecting Personal Information — no matter how it is recorded — if the Producer represents to the individual that the Personal Information will be used to obtain Company products or services or if the Producer intends to use the Personal Information for that purpose.

There is no prohibition against Producers collecting Personal Information on their own behalf, subject to any limitations to the contrary in his or her Producer or employment agreement. However, if a Producer wants to collect or use Personal Information on his or her own behalf, he or she needs to comply with applicable privacy laws. This may require, among other things, that the Producer craft his or her own agency-specific privacy notice for the Producer's current and prospective clients, distribute that notice as the law requires and/or obtain his or her own agency specific client consent or authorization forms.

### **2. Privacy Notice**

Once an individual establishes a relationship with the Company — by purchasing insurance and/ or financial products or services — the Company provides that individual a legally required Privacy Notice. The Privacy Notice describes the types of Personal Information collected on the Company's behalf, how that information will be used and how the Company protects Personal Information. To supplement distribution of the Privacy Notice, Producers may give the Privacy Notice to clients or prospective clients when requested or if the Producer deems it appropriate.

If the Producer collects Personal Information on the Company's behalf or receives Personal Information from the Company, the Producer is covered by the Company's Privacy Notice and must comply with the Company's privacy policies. However, the Company's Privacy Notice will not satisfy the notice requirement, if any, for those situations in which the Producer collects Personal Information on his or her own behalf or on behalf of a third party.

For information regarding the Privacy Notice for HIPAA covered products, contact [hipaaquestions@corebridgefinancial.com](mailto:hipaaquestions@corebridgefinancial.com).

### **3. Disclosure of Personal Information Collected on the Company's Behalf**

Producers must limit the sharing of Personal Information to those necessary in connection with legitimate business activities. The following outlines the scope of a Producer's authority to disclose Personal Information gathered on the Company's behalf or provided to the Producer by the Company. These disclosure limitations also prohibit Producers from using Personal Information collected on the Company's behalf when acting on their own behalf or on behalf of a third party. These prohibitions apply even after the Producer's relationship with the Company ends.

Producers may only disclose Personal Information to the Company and the service providers the Company specifically designates, provided disclosure is necessary and appropriate, for any one of the following purposes:

- a. To assist with underwriting a Company product or service.
- b. To assist with placing or issuing a Company product or service.
- c. To effect, administer, or enforce a transaction with the Company that the individual requested or authorized.
- d. To service or process a Company product or provide a service that the individual requested or authorized.
- e. To assist the Company with claims administration or claims adjustment.
- f. To assist the Company with detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity.
- g. To respond to lawfully served subpoenas or production requests from regulatory or judicial authorities after contacting the Legal Department and providing a copy of the subpoena or request to the Legal Department.

#### **4. Marketing**

When an individual's Personal Information will be shared within the Company or with Third Parties for marketing purposes (where permitted by applicable law), the individual must be provided an opportunity to: limit the sharing of such Personal Information (i.e., opt out); or provide consent prior to the sharing of such Personal Information (i.e., opt in), as required by applicable law.

Marketing activities involving Personal Information must comply with the TCPA as well as other applicable laws relating to: marketing activities and marketing suppression requests (such as "Do Not Call" and "Do Not Spam"); conducting business via the Internet; e-mail marketing; telemarketing; marketing through direct mail or facsimile; mobile marketing (including marketing through text messaging); limitations on the use of client information or consumer report information for marketing or other purposes; and limitations regarding the use of identification numbers, including government-issued identification numbers, such as Social Security Numbers, and other types of Personal Information.

### **XXIII. Fraud**

Each year, insurance fraud costs companies and consumers alike tens of billions of dollars. Most states have adopted laws that require insurers to implement an anti-fraud program to prevent and detect insurance fraud. In many states, insurance fraud is also a felony crime. People who commit insurance fraud may face criminal charges, be ordered to make restitution, and be sued in civil court.

#### **A. What is Insurance Fraud?**

Insurance Fraud is defined as including any deliberate act committed by insureds, third party claimants or other third parties in connection with an insurance policy to obtain some benefit or advantage to which they are not otherwise entitled.

#### **B. What are the elements of fraud?**

The elements of common-law fraud must include an act of deceit that consists of:

1. Intentional misrepresentation of a past/existing material fact or of a promise to perform that the perpetrator knows is false.
2. Intentional concealment of or a failure to disclose a material fact known to the perpetrator who has a duty to disclose that fact.
3. Representation of a past/existing material fact that is untrue and that the perpetrator does not believe is true and has no reasonable basis to believe to be true.
4. The perpetrator's intent to induce the victim to rely on the misrepresentation (or on the absence of a concealed material fact) to the victim's detriment (e.g., the victim's parting with money, property, or something else of value).
5. The victim's lack of knowledge of the true facts or of the concealed facts.

6. Actual reliance on the false statement by the victim.

**C. Who commits fraud?**

Fraud can be committed by anyone: applicants for insurance, policy/contract owners, health care providers, third party claimants, Producers, employees of insurance companies and/or professionals who provide services to be paid by insurance.

**D. What are fraud indicators?**

Fraud indicators are generally referred to as “red flags.” Red flags are items or circumstances that may arise which may warrant a more thorough investigation.

**Note:** No one indicator by itself may be necessarily suspicious. Even the presence of several indicators, while suggestive of possible fraud, does not mean that fraud has been committed. Indicators of possible fraud are red flags only and are not automatically considered actual evidence of fraud.

**E. What are some examples of red flags?**

- Similarity of patient/provider handwriting
- Claims for the DOS (date of service) on a Sunday or holiday
- Inconsistency between provider’s specialty and the treatment
- Excessive distance between patient’s and provider’s address
- Consistent submittal of photocopied or altered claims or withdrawal forms
- Inconsistent provider signature
- Gut feeling (when something just doesn’t feel right)
- Death occurred during policy’s contestable period
- Identification of Insured shows inconsistencies through document examination
- Multiple policies in force at a coverage amount that does not require physical exams
- Health problems learned before procurement of insurance
- Financial distress
- Beneficiary pushing for quick settlement
- Applicant insists on going to a specific provider for physical exam
- Requestor pushing for expedited processing of a withdrawal or surrender
- Taking multiple withdrawals shortly after issue that result in a surrender charge
- Large surrender charge to be incurred by policy/contract owner
- Policy/contract being replaced has been in place for only a short period
- Death occurring outside of the United States
- Unsolicited, new walk-in business not referred by existing policy/contract owner
- Applicant’s given address is inconsistent with employment/income
- Applicant cannot provide driver’s license or other government-issued photo identification
- Information provided on application appears inconsistent with applicant’s business or lifestyle
- Applicant prefers to pay premium in cash, money order, or cashier’s check
- Applicant is never available to meet in person and communicates and provides all information only by telephone
- Applicant has an extensive claim history
- Applicant has a criminal record
- Policy/contract owner has no insurable interest
- Purpose of insurance question reveals a potentially fraudulent activity

- Applicant insists on involving the Producer in expediting the application and offers gratuity to do so
- Applicant submits documents that appear questionable or altered
- Individual believes they have a policy with the Company, but the Producer indicates the individual loaned them money or invested in their agency or business
- Signature on loan, withdrawal, or surrender request does not appear to match original policy/contract owner signature
- Policy/contract owner indicates they did not request a loan, withdrawal, or surrender
- Multiple address changes in a short period of time
- Multiple withdrawal requests in a short period of time

#### **F. What are the duties of the insurance carrier?**

All business areas within the Company, including but not limited to New Business, Underwriting, In Force Management/Policy Owner Services, Customer Services, Claims, Information Technology, Compliance, Legal, and Corporate Security are responsible for the detection of potentially fraudulent activity by checking for the existence of any red flag indicators of potential fraud in the daily performance of their job duties.

#### **G. Prevention, Detection and Reporting of Fraud**

Insurance fraud can encompass any suspicious, fraudulent, and/or illegal activity committed against Corebridge Financial and related to Corebridge Financials' business. The most common types of suspicious activity and insurance fraud schemes are claims fraud; underwriting/application fraud; provider fraud; premium fraud; producer/broker fraud and employee fraud.

Corebridge Financial maintains an Anti-Fraud Investigation Department (AFID) and Special Investigation Unit (SIU) consisting of a significant number of fraud investigators who are geographically dispersed and highly skilled at handling reports of suspicious insurance activity. The team investigates referrals, tips, and leads as appropriate, and makes reports of suspected fraud to the authorities, as required, for further government investigation and potential prosecution. Corebridge Financial takes its responsibility as a partner in this overall fight against insurance fraud very seriously. These anti-fraud efforts are designed to safeguard Corebridge Financials' corporate assets, preserve the Company's reputation, improve deterrence of fraud in the industry, and generally benefit our customers and the public.

Any person who suspects that Insurance Fraud against Corebridge Financial is occurring, has occurred, or will occur, should report the matter via e-mail to [antifraudandinvestigationdepartment@corebridgefinancial.com](mailto:antifraudandinvestigationdepartment@corebridgefinancial.com).

#### **H. Loss Prevention, Recovery, and Prosecution**

The Company is committed to preventing and recovering losses sustained through pursuing legal action to terminate contractual liability when warranted, seeking restitution and/or prosecution, or undertaking civil actions against persons who have engaged in fraudulent activities. Where the Company has sustained economic or monetary loss, legal counsel will be asked to evaluate the merits of cases to determine the feasibility of a civil recovery action or criminal prosecution.

#### **I. Confidentiality**

Investigation results are not disclosed or discussed with anyone other than those who have a legitimate need to know.

### **XXIV. Anti-Money Laundering**

As a representative of the Company, you are the front-line of defense against potential money laundering activity involving the insurance industry. Money laundering is the process by which criminals attempt to conceal the nature or source of their illegal funds and disguise them to make them appear legitimate.

The Financial Crimes Enforcement Network (FinCEN) issued regulations requiring insurance companies to develop and implement an Anti-Money Laundering (AML) program. The Anti-Money Laundering Rules for Insurance Companies require insurance companies to fully integrate Producers into their AML program and to provide ongoing AML training.

#### **Key Considerations:**

The following considerations are relevant to help ensure that the firm, agency, and Producer are collecting sufficient information to know their clients. In other words, after collecting relevant information it can be established that there is reason to believe that the client is who they claim to be, and factors which may be indicators of exposure to elevated risks to the firm, in terms of money laundering activities and/or economic sanctions law (refer to “Economic Sanctions” section of this Manual).

#### **A. New Business Submission**

Conduct information analysis to help ensure the documentation is in good order for submission:

- Has all required information been provided
- Has supporting documentation for the required information been provided
- Has the Social Security number been accurately collected
- Are signatures of relevant parties present on documents

#### **B. Acceptable Form of Initial Premium Payment**

- The proposed insured’s or policy/contract owner’s personal check\*
  - A check\* drawn on the proposed insured’s or policy/contract owner’s business account
  - Bank Draft Authorization and voided check\*
  - Credit Card Authorization through Visa, MasterCard or American Express. Additional information regarding credit cards:
    - Credit cards are accepted on Term Life Insurance and Accident & Health Insurance products only
    - Credit cards are not accepted on Term Life Insurance cases in Alaska, Maryland, North Carolina, New Jersey or New York
    - Bank-issued debit cards are acceptable; however, prepaid credit/debit cards are not
    - Credit cards are not accepted for any annuity products
  - Another insurer’s check\* issued in connection with a transfer of funds, rollover, or exchange
  - Check\* drawn on a trust established for the proposed Insured
  - Check\* written on a FINRA-registered brokerage firm or agency in which the client maintains an account
  - Cashier’s Check (a.k.a. Official Bank Check) purchased from a U.S. bank
  - Cashier’s Check\* issued by a financial institution that is also the policy/contract owner
  - Domestic Wire Transfers
- \* All checks must be drawn on a U.S. financial institution

Refer to the Acceptable Forms of Payment for Initial Premiums Compliance Bulletin for the most up to date list. These options may vary depending on distribution channel, market, etc. (e.g., foreign nationals).

#### **C. Unacceptable Form of Initial Premium Payment**

- Cash
- Money Orders
- Temporary/Starter Checks
- Distributor, Producer, or agency checks
- Traveler’s checks
- Foreign Wire Transfers
- Credit cards or checks drawn on foreign institutions
- Third-party checks (remitter has no relation to the policy/contract or the check is made payable to someone other than the proposed insured/annuitant, payor, policy/contract owner or policy/contract owner’s business)
- All other cash equivalents

#### **D. Identifying Potentially Suspicious Activity**

Following is a list of red flags to keep in mind as you meet with clients and prospects (not intended to be all-inclusive) and may warrant escalation:

- Shows little or no concern for the investment performance of the product, but a great deal of interest about the early termination features and seems to be knowledgeable about early surrender, loans, withdrawals, and free look periods
- Is reluctant to provide identifying information when purchasing the product, provides minimal or seemingly fictitious information
- Uses a deceased person's Social Security number or provides information that is inconsistent or appears suspicious
- Does not want to meet Producer at residence or place of employment or wants to meet during odd hours
- Pays initial premium with checks or wire transfers from the account of an unrelated (NOT the policy/contract owner, payor, or insured) third party
- Applies for policy from a distant location when comparable coverage can be obtained closer to home
- Accepts unfavorable underwriting conditions for his/her age or health
- Does not ask how much the product will cost, does not want to compare products based upon cost/benefit ratio and may offer to pay higher premium for speed and other accommodations
- Presents unusual or suspect personal or business identification documents
- Questions whether a government report will be filed based upon the transaction
- Has criminal record or is publicly associated with known felons
- Client, their family, or close associates, are senior foreign political officials
- Has accounts in a country identified as a tax haven
- Asks for details about or exception to policies/procedures that deter money laundering
- Buys policies from several insurers in a short period of time

#### **E. Reporting Potentially Suspicious Activity**

If you observe suspicious activity, whether on the part of a client or a prospect, or are unsure as to whether your observations should be considered as potentially suspicious, you must contact your Compliance Officer and report your suspicions to the Financial Crimes Group (FCG) via email at [AMLOfficer@corebridgefinancial.com](mailto:AMLOfficer@corebridgefinancial.com). You must not disclose to the client or prospect that such a report has been made.

#### **F. AML Training**

Covered product applications will not be processed if one or more of the writing Producers have not completed the required AML training.

#### **G. Disciplinary Action for Non-Compliance**

Facilitating an attempt to launder funds, or failing to report suspicious activity, will result in disciplinary action, including the termination of your appointment with the Company.

### **XXV. Economic Sanctions**

The Company is subject to the provisions of certain programs and economic sanctions administered by the Office of Foreign Asset Control (OFAC). OFAC maintains various government lists, including, but not limited to the "List of Specially Designated Nationals and Blocked Persons" (SDN List). The lists include entities, organizations, persons, or marine vessels that are connected to, or suspected of, certain activities, such as global terrorism, proliferation of weapons of mass destruction, and narcotics trafficking. U.S. persons are not allowed to transact business with parties designated on the various lists, unless specifically authorized by OFAC via a license or interpretive ruling. Such license or interpretive ruling would be obtained through coordination with the Company's Compliance Department, who communicates directly with OFAC.

As the initial point of contact with the client, it is important that you obtain appropriate information to verify the identity of all parties (insured/annuitant, policy/contract owner, payor, beneficiary and beneficial owner, where applicable) to the policy or contract. Information provided at application is essential to enable the Company to identify a true match to a subject on one, or more, of the watch lists as well as to promptly resolve an invalid match. The following information will facilitate the validation of the insured/annuitant, policy/contract owner and/or payor's identity without delay to the new business process, as applicable based on business line:

1. Social Security number
2. Driver's license number and issuing state
3. Physical home address (no P.O. Box)
4. Mailing address (if different from physical home address)
5. Date of birth
6. Country of birth
7. Passport and/or visa number (if not a U.S. citizen)

If you encounter a client unwilling to provide the required information, you should:

- Contact your Compliance Officer; or
- Report the information via email to [AMLOfficer@corebridgefinancial.com](mailto:AMLOfficer@corebridgefinancial.com).

## XXVI. Unfair Competition

In conducting Company business, all Producers must engage in fair competition, in accordance with the Company's antitrust policies and procedures and applicable law. Fair competition means that the Company, its employees, and its Producers will not use tactics that harm competition (e.g. entering into agreements that limit competition), clients (e.g. agreeing with other insurers about prices or strategies), or unfairly hurt competitors (e.g. making disparaging statements about competitors). To this end, Producers must not engage in the activities set forth below or any other action that violates antitrust or consumer protection laws (or could appear to violate these laws). If you have any questions about whether conduct violates these or any other laws, please contact the Legal Department. If you believe that the Company has engaged in any unlawful conduct, please report it to the Compliance Department.

### A. Anti-competitive or Unfair or Deceptive Trade Practices

Producers must refrain from engaging in any activity that may cause an unreasonable restraint of trade or is an unfair method of competition. An unreasonable restraint of trade can result from written or oral communications between competitors (including discussions at trade meetings) that limit competition, lead to or protect a monopoly, artificially maintain prices or otherwise obstruct the free and natural course of competition. Engaging in such anticompetitive activities could result in significant civil and criminal fines and penalties.

Such prohibited activities include, but are not limited to<sup>7</sup>:

1. **Allocation of markets.** An arrangement or understanding between competitors to divide clients, allocate territories or markets or control their respective output of goods or services (e.g. telling a competitor "You sell to customer X and I will sell to customer Y.")
2. **Price fixing.** A formal or an informal agreement or understanding between competitors that interferes with free market prices, even if the prices are lowered as a result (e.g. telling a competitor "Let's not go below rate/price/salary"). In the insurance industry, the term price fixing could include anything that impacts the cost to the Company, or the value received by the client, such as premiums (or any part of the premium formula), dividends, surrender charges, commission rates, classification ratings, deductibles and interest rates (on reserves, policy loans, prepaid premiums and settlement options). This concept could also include exchanges of information regarding employee compensation.
3. **An agreement among competitors to boycott** or to refuse to deal with a third party, such as a competitor, a client, a supplier, or an independent Producer.
4. **Inducements.** Producers must not offer, promise, allow, give, set off or pay any inducements not

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<sup>7</sup> These examples are not inclusive of all scenarios and are provided for illustrative purposes only.

specified in the contract including: (i) any refund or return of premium, including, but not limited to, rebating; (ii) any return of commissions; (iii) any special advantage in the policy or age of issue; (iv) any paid employment; (v) any contract for services; (vi) any stocks, bonds, securities or property; or (vii) any other valuable consideration. Producers with questions regarding the use or value of consideration of gifts should contact the Compliance Department.

5. **Tying or Bundling.** Tying or bundling is an arrangement to sell one product or service on the condition that the buyer also purchase an additional product or service. Tying arrangements can be lawful in some circumstances. In general, however, Producers should not attempt to tie the sale of one Company product or service to the sale of another product or service. Clients may, of course, be offered the opportunity to purchase multiple products, so long as they are not required to purchase one product in order to be offered another product. Additionally, Producers are prohibited from requiring or implying that a supplier must make purchases from the Company as a condition of obtaining or maintaining the Company's patronage.

Some of the conduct described above may be legal in certain circumstances, and there are special antitrust protections for insurers. However, Producers should avoid any of this conduct in order to protect the Company and because Producers may not be in the best decision to determine what conduct is illegal.

## B. Exchanges of Information and Industry Events

Exchanges of information that involve competitors are not necessarily illegal but should be engaged in with care and after consultation with the Legal Department. These information exchanges include: participation in benchmarking studies, exchanges of information at industry events or meetings, participation in panel discussions or presentations, or requesting or responding to requests for competitively sensitive information.

You should not exchange any information with a competitor that could have the impact of discouraging vigorous competition, for customers or for employees (e.g. exchanging specific, actionable information about compensation). You should not exchange any information with a competitor on any topic through any "ephemeral" (disappearing or self-deleting) message. If you feel the need to keep a communication secret, then you should not be making that communication in any way.

**Note:** Those who violate antitrust laws may also be personally subject to legal proceedings.

## C. Disparaging Remarks

In conducting Company business, Producers should focus on the strength of the Company and must refrain from making disparaging remarks about competitors (i.e., untrue or misleading statements, inaccurate comparisons, malicious or derogatory criticisms of any kind regarding an insurer's financial condition or comments that could be considered competitor bashing). Both oral and written disparaging remarks are prohibited. While disparaging remarks do not include relevant, factually accurate information, they do include statements made to dissuade a client from doing business with a competitor if the information is not accurate or complete.

Please refer to the Corebridge Financial Antitrust and Competition Policy and Compliance Procedure for more information regarding these types of exchanges and the approval process before participating where applicable.

**Note:** Those who make disparaging remarks in violation of Company policy may also be personally subject to legal proceedings.

## XXVII. Global Anti-Corruption Policy Summary for Third Parties

The Company is committed to conducting its business in accordance with the highest ethical standards and in full compliance with all applicable anti-corruption laws and regulations in the United States and in other jurisdictions in which the Company operates or does business.

As part of that commitment, the Company's Global Anti-Corruption Policy ("the Policy") requires third parties acting on behalf of the Company, including but not limited to, a supplier, vendor, distributor, subcontractor, broker, agent, wholesaler, consultants, Producers, and sales agents, to comply with the Company's standards in connection with anti-corruption compliance.

### A. Definitions

1. **"Anything of value"** includes, among other things, any goods, services, funds, credits, or other item, to be interpreted in the broadest possible sense. Examples include, without limitation: cash and cash equivalents

(e.g., gift cards) in any amount; gifts; meals, travel, and other hospitality (even if associated with training); training; in-kind services; business, employment, or investment opportunities; contractual rights or interests; discounts or credits; commissions, brokerages, kickbacks, rebates, loans, or other compensation; assistance to or support of Family Members; payment of medical or any other related expenses; political donations; and charitable contributions.

2. **“Government Official”** includes, among others, all officers, employees, agents, or other individuals regardless of rank or title, acting in an official capacity for or on behalf of any government (e.g., an official advisor to the government), its departments, agencies, or instrumentalities, including government- or state- owned or controlled entities (e.g., national oil companies, state-run utilities, public hospitals, sovereign wealth funds, state-owned universities), including but not limited to law enforcement officials, taxing or licensing authorities, custom officials, etc.; members of the judiciary; an officer, employee, agent, or other individuals regardless of rank or title, acting in an official capacity for or on behalf of a public international organization (e.g., the World Bank or the United Nations); a member of the ruling family of a country; any political party, officer, employee, or agent of a political party, or a party official; or any candidate for political office.
3. **“Improper Performance”** means the performance or non-performance of an act, or the making of a decision, in breach of an expectation or duty of good faith, impartiality, and/or trust.

## B. Prohibited Conduct

The Policy expressly prohibits third parties acting on behalf of the Company from engaging in the following types of conduct:

### Government Official Bribery

- Offering, promising, authorizing, or paying anything of value to any Government Official for the purpose of inducing the Government Official to use his/her influence to obtain, retain, or direct business to the Company or to any other individual or entity, or to otherwise secure an improper business advantage; and
- Agreeing to provide anything of value to a Government Official or other person/entity when directly or indirectly demanded by the Government Official or person/entity in exchange for a promise to act or refrain from acting in relation to his or her duties

### Commercial Bribery

- Offering, promising, authorizing, or paying anything of value to any employee, agent, or representative of another company, or to any other person or entity, to induce or reward the Improper Performance of any function of a public nature or an activity connected with business activity

### Accepting or Receiving a Bribe

- Requesting, agreeing to receive, or accepting anything of value from any individual or entity as an inducement or reward for the Improper Performance of any function of a public nature or an activity connected with business activity

## C. Potentially Risky Conduct

The Policy recognizes that several otherwise permissible activities pose a particular risk of resulting in violation of anti-corruption laws and requires third parties acting on behalf of the Company to use heightened caution when engaging in these activities. In addition, the Company requires third parties to adhere to the following guidelines when acting on behalf of the Company:

1. Gifts, meals, travel, and other hospitality for Government Officials or other individuals are permitted provided such expenditure:
  - a. Reasonable in amount and not lavish or extravagant.
  - b. Does not occur on a regular or frequent basis.
  - c. Is directly related to the promotion of Company products or services, the execution or performance of a contract, or another bona fide business activity of the Company.
  - d. Is permissible under the relevant laws and regulations of the recipient’s country in which the Government Official is a citizen, resident or located.
2. Government Official clients are permitted, provided they are not given special benefits, credits, discounts, services, or anything of value that are not otherwise provided or available to similarly situated

non-Government Official clients.

3. Third parties may hire Government Officials or family members of a Government Official provided the hired individual does not receive special treatment or favors because he/she is a Government Official or family member of a Government Official.
4. Third parties are permitted to obtain government licenses, permits, and regulatory approvals on behalf of the Company provided no payment is made that will ultimately be given to a Government Official for his/her benefit in exchange for the Government Official's assistance or influence in improperly obtaining a government license. The same limitation applies to payments made to resolve disputes with local government agencies or departments.
5. Third parties acting on the Company's behalf are generally not permitted to offer, promise or make facilitation payments —which are small payments made to a Government Official or Family Member to prompt that or another Government Official to perform or expedite a routine, non-discretionary act that the Government Official is otherwise required to perform in the course of his or her ordinary duties.

## **XXVIII. Workplace Issues**

Every individual who is contracted with the Company is required to follow the ethical and professional standards set forth in this Manual in all interactions with clients, colleagues, and Company employees. The Company expects Producers to maintain professionalism and uphold these same standards in the operation of their workplaces and in their interactions with clients, colleagues, and Company employees. Producer appointments with the Company are dependent upon compliance with all Company policies and procedures, and professional conduct that is consistent with the Company's standards.

## **XXIX. Discipline for Policy Violations**

The Company has prepared this Manual and adopted the policies and procedures as part of a comprehensive effort to subscribe to high standards of conduct. To help us achieve this goal, Producers must abide by applicable laws and regulations and to uphold the Company's policies and procedures as reflected in this Manual and other established Company practices. The Company reviews suspected violations of laws, regulations and/or Company policies.

As appropriate, the Company will investigate alleged violations by Producers, and, where the investigation concludes that a violation has occurred, it will determine any appropriate disciplinary action. Producers must cooperate with the Company and respond to any inquiry, audit, or investigation of the Producer and/or their employees, staff, or contractors.

In determining whether a particular disciplinary action is appropriate, a variety of factors will be weighed by the Company, including, but not limited to:

1. Prior or similar violations.
2. Whether a reasonable explanation for the violation exists.
3. Whether the conduct was intentional, reckless or negligent.
4. The scope, nature and magnitude of the violation.
5. The Company policies that were violated by the improper action.
6. Whether the violation was caused principally by a failure to supervise rather than by the Producer's or employee's misconduct.
7. The harm done to the policy/contract owner, or to the policy/contract owner's or Company's reputation.
8. How the Company learned of the violation.
9. Any other additional details.

With respect to policy violations by Producers, the Company has available to it the following actions:

1. Termination of contract/employment.
2. Increased supervision.
3. Reversal or alteration of commissions or other financial penalties.
4. Privilege revocation (awards and conventions).
5. Letter of reprimand and/or probationary status.

6. Counseling.
7. Additional required training courses.

These disciplinary actions are not mutually exclusive and should not be read as in any way limiting the Company's discretion to impose another sanction that it deems appropriate based on the actual facts and circumstances presented.

### XXX. Compliance Contact Information

**Corebridge Compliance Team** at [CorebridgeComplianceInquires@corebridgefinancial.com](mailto:CorebridgeComplianceInquires@corebridgefinancial.com).

**Corebridge Compliance Help Line** at 800-461-9330, [CorebridgeFinancial.com/ComplianceHelpLine](https://www.corebridgefinancial.com/ComplianceHelpLine), or by scanning the QR code below using your mobile device.



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