



**DEPARTMENT OF COMMERCE & INSURANCE**

P.O. Box 690, Jefferson City, Mo. 65102-0690

*In Re:* )  
 )  
METROPOLITAN LIFE INSURANCE ) **Market Conduct Investigation No. 351682**  
COMPANY (NAIC #65978) )

**ORDER OF THE DIRECTOR**

NOW, on this 17<sup>th</sup> day of June, 2021, Director, Chlora Lindley-Myers, after consideration and review of the Stipulation of Settlement and Voluntary Forfeiture (hereinafter “Stipulation”) entered into by the Division of Insurance Market Regulation (hereinafter “Division”), and Metropolitan Life Insurance Company (NAIC #65978) (hereinafter “MetLife”), relating to the market conduct investigation no. 351682, does hereby issue the following orders:

This order, issued pursuant to §374.046.15<sup>1</sup> and §374.280 is in the public interest.

**IT IS THEREFORE ORDERED** that MetLife and the Division having agreed to the Stipulation, the Director does hereby approve and agree to the Stipulation.

**IT IS FURTHER ORDERED** that MetLife shall not engage in any of the violations of law and regulations set forth in the Stipulation, shall implement procedures to place it in full compliance with the requirements in the Stipulation and the statutes and regulations of the State of Missouri, and to maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

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<sup>1</sup> All references, unless otherwise noted, are to Revised Statutes of Missouri 2016, as amended, or to the Code of State Regulations, 2020, as amended.

**IT IS FURTHER ORDERED** that MetLife shall pay, and the Department of Commerce and Insurance, State of Missouri, shall accept, the Voluntary Forfeiture of \$2,500.00, payable to the Missouri State School Fund.

**IT IS SO ORDERED.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 12<sup>th</sup> day of June, 2021.



*Chlora Lindley Myers*

Chlora Lindley-Myers  
Director

**IN THE DEPARTMENT OF COMMERCE AND INSURANCE  
STATE OF MISSOURI**

*In Re:* )  
 )  
METROPOLITAN LIFE INSURANCE ) **Market Conduct Investigation**  
COMPANY (NAIC #65978) ) **No. 351682**

**STIPULATION OF SETTLEMENT AND VOLUNTARY FORFEITURE**

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter “the Division”) and Metropolitan Life Insurance Company (NAIC #65978) (hereinafter “MetLife”), as follows:

**WHEREAS**, the Division is a unit of the Missouri Department of Commerce and Insurance (hereinafter “the Department”), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in the State of Missouri;

**WHEREAS**, MetLife has been granted a certificate of authority to transact the business of insurance in the State of Missouri;

**WHEREAS**, the Division conducted a market conduct investigation of MetLife, investigation #351682; and

**WHEREAS**, based on the market conduct investigation of MetLife, the Division alleges that:

1. MetLife did not affirm or deny coverage of some claims within a reasonable time after proof of loss statements were completed and communicated to MetLife and did not advise some first party claimants that claims were accepted in violation of §375.1007 (7)<sup>1</sup>, §375.1005 and

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<sup>1</sup> All references, unless otherwise noted, are to Missouri Revised Statutes 2016, as amended or to the Code of State Regulations, 2020, as amended.

20 CSR 100-1.050 (1) (A).

2. MetLife did not notify some claimants within the time allotted for acceptance or denial of the claim or give reasons why more time was needed in violation of §375.1007 (3), §375.1005 and 20 CSR 100-1.050 (1) (C).

3. MetLife did not send some claimants a letter setting forth the reasons additional time was needed for investigation within 45 days from the date of the initial notification of the claim and every 45 days thereafter in violation of §375.1007 (3), §375.1005 and 20 CSR 100-1.050 (1) (C).

4. MetLife did not effectuate the prompt settlement of some claims submitted in which liability was clear in violation of §375.1007 (4) and §375.1005.

5. MetLife issued automated letters to some claimants that said additional documentation was needed to process their claim, when, in fact, MetLife had all necessary documentation to process their claim in violation of §375.936 (4) and §375.934.

**WHEREAS**, MetLife asserts, and the Division acknowledges, that many of these issues resulted from MetLife enhancing its Electronic Death Match and extracting dates of birth and social security numbers from older life insurance paper applications which significantly increased the number of death matches to be investigated and the need for outreach to policyholders and beneficiaries.

**WHEREAS**, the Division and MetLife have agreed to resolve the issues raised in the market conduct investigation as follows:

A. **Scope of Agreement.** This Stipulation of Settlement and Voluntary Forfeiture (hereinafter “Stipulation”) embodies the entire agreement and understanding of the signatories with respect to the subject matter contained herein. The signatories hereby declare and represent

that no promise, inducement or agreement not herein expressed has been made, and acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

B. **Remedial Action.** MetLife agrees to take remedial action to ensure compliance with the statutes and regulations of Missouri and agrees to maintain such remedial actions at all times, to reasonably ensure that the allegations noted in the market conduct investigation and in this Stipulation do not occur in the future. Such remedial actions shall consist of the following:

1. To the extent it has not already done so, MetLife agrees to adopt and implement policies or procedures to reasonably ensure that it affirms or denies coverage of claims within a reasonable time after proof of loss statements are completed and communicated to MetLife and to ensure that first party claimants are advised that claims are accepted.

2. To the extent it has not already done so, MetLife agrees to adopt and implement policies or procedures to reasonably ensure that it timely notifies claimants of acceptance or denial of the claim or give reasons why more time is needed.

3. To the extent it has not already done so, MetLife agrees to adopt and implement policies or procedures to reasonably ensure that when a claims investigation is not completed within 45 days from the date of initial notification of the claim, claimants are sent a letter within that initial 45 days and every 45 days thereafter setting forth the reasons additional time is needed to investigate the claim.

4. To the extent it has not already done so, MetLife agrees to adopt and implement policies and procedures to reasonably ensure that its systems generate accurate correspondence with claimants, and that claimants are not asked for additional documentation to process a claim if such additional documentation is not necessary.

C. **Compliance.** MetLife agrees to file documentation with the Division, in a format

acceptable to the Division, within 30 days of the entry of a final order of any remedial action taken pursuant to Paragraph B to implement compliance with the terms of this Stipulation. Such documentation is provided pursuant to §374.190.

D. **Ongoing Investigation.** MetLife agrees to pay any reasonable investigation fees expended by the Division in conducting its review of the documentation provided by MetLife pursuant to Paragraph C of this Stipulation.

E. **Voluntary Forfeiture.** MetLife agrees, voluntarily and knowingly, to surrender and forfeit the sum of \$2,500.00 such sum payable to the Missouri State School Fund, in accordance with §374.049.11 and §374.280.2.

F. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by MetLife, this Stipulation being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above-referenced market conduct investigation.

G. **Waivers.** MetLife, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights for procedural requirements, including notice and an opportunity for a hearing, and review or appeal by any trial or appellate court, which may have otherwise applied to the above-referenced market conduct investigation.

H. **Changes.** No changes to this Stipulation shall be effective unless made in writing and agreed to by representatives of the Division and MetLife.

I. **Governing Law.** This Stipulation shall be governed and construed in accordance with the laws of the State of Missouri.

J. **Authority.** The signatories below represent, acknowledge, and warrant that they are authorized to sign this Stipulation, on behalf of the Division and MetLife respectively.

K. **Counterparts.** This Stipulation may be executed in multiple counterparts, each of

which shall be deemed an original and all of which taken together shall constitute a single document. Execution and delivery of this Stipulation by facsimile or by an electronically transmitted signature shall be fully and legally effective and binding.

L. **Effect of Stipulation.** This Stipulation shall become effective only upon entry of a Final Order by the Director of the Department (hereinafter the “Director”) approving this Stipulation.

M. **Request for an Order.** The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

DATED: 6-2-2021



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Stewart Freilich  
Chief Market Conduct Examiner and  
Senior Counsel  
Division of Insurance Market Regulation

DATED: 6/1/2021



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Christy Chandler  
Vice President, MetLife Holdings Operations  
Metropolitan Life Insurance Company