

BEFORE THE INSURANCE COMMISSIONER OF THE STATE OF IOWA

In the matter of the Application of
Transamerica Life Insurance Company
(TLIC) for Approval of Its Plan of Division

(Iowa Code Chapter 521I)

**BEFORE THE INSURANCE COMMISSIONER AND THE ATTORNEY GENERAL OF
THE STATE OF IOWA**

In the matter of the Application of
Transamerica Life Insurance Company
(TLIC) for Approval of the merger of Newly
Formed Company with SCOR Global Life
USA Reinsurance Company

(Iowa Code Chapter 521)

**CONFIDENTIAL REBUTTAL AFFIDAVIT OF
SEAN HAYWARD**

I, Sean Hayward, first being placed under oath, depose and say as follows:

1. I am employed by SCOR Global Life Americas Reinsurance Company as Senior Vice President and Chief Actuary. I currently reside in Winnipeg, Manitoba, Canada.

2. I am an actuary with more than 26 years' experience working in the life insurance and reinsurance industry. A copy of my curriculum vitae is attached as **Exhibit A** to this affidavit. It is a true and correct summary of my experience and qualifications.

3. I make this Rebuttal Affidavit in support of the Plan of Division submitted on May 12, 2026, by Transamerica Life Insurance Company ("**TLIC**") and amended (by Amendment No. 1 to the Plan of Division ("**Plan Amendment No. 1**")) on July 29, 2026 (the "**Plan**"), and the Agreement and Plan of Merger (the "**Merger Agreement**") submitted on May 12, 2026 by SCOR Global Life USA Reinsurance Company ("**SGLUSA**") to the Iowa Insurance Division ("**IID**"). I further make this Rebuttal Affidavit to respond to and rebut certain parts of the Pre-Hearing Memorandum No. 2 of Intervenor American General Life Insurance Company and the United States Life Insurance Company in the City of New York (collectively "**AGL**") ("**AGL 2d Memo**"). If I do not respond to any assertion in AGL 2d Memo, I do not mean to suggest or imply that I have accepted it.

4. It is my understanding that this Rebuttal Affidavit will be considered by the IID in its evaluation of the Plan and Merger Agreement (collectively the "**Proposed Transaction**"), and that it is confidential under the Iowa Division Law.

5. This Rebuttal Affidavit is intended to be confidential and not made available to the public. All of the SCOR financial materials I reference in this Rebuttal Affidavit are confidential materials. Such materials were provided to Milliman, Inc. ("**Milliman**"), Regulatory Risk Consultants, LLC ("**RRC**"), or IID at their request, and were provided with the express

understanding that they were and would remain confidential and would not become public or be disclosed to third parties. While those materials were subsequently shared with AGL's counsel pursuant to a protective order, that in no way diminishes their confidential and proprietary nature.

6. With the exception of a few documents or information that I will identify as publicly available, the financial materials are all proprietary and should not be disclosed to the public. In particular, this Rebuttal Affidavit contains proprietary trade secret level business plans and financial analyses that, if disclosed to competitors of SGLUSA or the SCOR Group of companies (collectively "**SCOR**"), would damage our ability to compete effectively in our markets. This Rebuttal Affidavit is not intended to waive either any confidentiality or any applicable privilege, in whole or in part.

7. The facts in this Rebuttal Affidavit are based on my personal knowledge, as well as facts that I asked others under my supervision to provide to me, my industry experience, my knowledge and understanding of SCOR's financial condition and its financial books and records, and certain documents and exhibits referenced in this Rebuttal Affidavit. If called, I would testify to and in accordance with the facts set forth in this Rebuttal Affidavit, and I believe that I could do so competently.

8. When I say in this Rebuttal Affidavit that "I believe," that belief represents my opinion, is based on my education and experience, and is stated to a reasonable degree of actuarial and financial accounting certainty. When I say "I am informed and therefore believe," my belief is based on referenced material that I reviewed.

9. I am aware of the written affirmative and rebuttal testimony of Brock Robbins. I have no reason to doubt the accuracy or veracity of his statements, and other than adopting certain background facts and defined terms, will not repeat them here in whole or in part.

PART I: BACKGROUND

10. My educational background and work experience are set forth in Exhibit A. In short, I am an actuary and have been a member of the American Academy of Actuaries since 2003. In my role as SVP – Chief Actuary, I oversee all valuation and modeling areas within SCOR Americas’ life business. Included in this mandate are overall ownership of all US statutory, US GAAP, IFRS 17 and Solvency II reporting requirements for the US business. The appointed actuary for all six US entities, Xuan Deng, reports directly to me. Additionally, as part of the TPA agreement with TLIC as part of the 2011 retrocession noted previously, all actuarial work required by TLIC, including production of US statutory reserves, is performed within my team.

11. In my role as SVP – Chief Actuary, I was part of the SCOR team that provided RRC with the information that it needed to conclude that SGLUSA’s financial position was sufficient to meet the requirements under Iowa’s Division Law. I participated in numerous conversations with the RRC team about SCOR’s strategic approach to deploying capital, including discussions about (a) [REDACTED] and (b) [REDACTED]

[REDACTED] I was also responsible for explaining SGLUSA’s approach to utilizing best estimate assumptions to model projected cashflows, which includes appropriate assumptions regarding [REDACTED]

12. In my review of the AGL 2d Memo, I observed several mischaracterizations or misstatements regarding both (a) SCOR’s approach to deploying and managing capital, and (b) SCOR’s approach to modeling the impact of [REDACTED] I respond directly to AGL’s critiques on each of these points in Part II below. Before doing so, however, I

will briefly provide some background regarding each of these points. This discussion is consistent with the information that I and others from SCOR provided to RRC.

A. SCOR Employs a Strategic Approach to Allocating Capital.

13. At a high level, SCOR's approach is to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. Given the size and strategic importance of the US L&H business to the SCOR Group, and the above stated capital management strategy [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] App. Ex. 77 at 1. As Mr. Robbins noted in his initial affidavit, this demonstrates the strong commitment that SCOR has to ensuring that its U.S. operations have sufficient capital to meet both their strategic goals and their regulatory requirements.

15. While SCOR SE [REDACTED]

[REDACTED] This is because SGLUSA – unlike SGLA and some of the other U.S. entities – has a significant volume of profitable new and inforce business to balance out the loss-making treaties in its portfolio. As a result, SGLUSA has [REDACTED]

[REDACTED] which have required [REDACTED]

[REDACTED]

16. As a result of this profitable new business and SCOR’s successful history of implementing [REDACTED] (discussed further below),

[REDACTED]¹ Based on this history and SCOR’s best estimate projections for the future cashflows on this business, SCOR does not anticipate that this will change following the Division and Merger. However, in the event that [REDACTED]

[REDACTED] SCOR’s strategic approach to

[REDACTED]

[REDACTED]

B. SCOR Appropriately Accounts for Future [REDACTED] When Using Best Estimate Assumptions to Project Future Cashflows.

17. SCOR, like every reinsurer with inforce business, actively monitors its inforce business to ensure that experience emerges in line with expectations. As part of that effort, SCOR

¹ While SCOR’s Own Risk and Solvency Assessment (“ORSA”) Report 2025 [REDACTED] that is no longer the case. The 2025 ORSA was based on 2024 finances, and at the time that the Report was published, [REDACTED] However, SGLUSA’s *overall* 2025 experience emerged better than assumed. As a result, [REDACTED]

routinely models the expected future cashflows of its business [REDACTED]

18. SCOR's best estimate assumptions are intended to reflect how SCOR realistically expects its business to perform. These assumptions include assumptions concerning [REDACTED]
[REDACTED] Because these assumptions are intended to reflect how SCOR actually expects experience to emerge, SCOR [REDACTED]
[REDACTED] This is standard practice under IFRS 17 and Solvency II, where best estimate liabilities and future cashflows are projected to include within the assumptions future management actions.

19. A [REDACTED]
[REDACTED] under their reinsurance agreement. The most common [REDACTED]
[REDACTED]

20. Rate increases and recaptures are opposite sides of the same coin. Both involve a party to a reinsurance relationship exercising a contractual option to adjust the future cashflows under a reinsurance agreement. Rate increases allow reinsurers to mitigate projected future losses on unprofitable business by increasing the rates the ceding company pays for reinsurance. By contrast, contractual recapture mechanisms enable cedents to reduce (or eliminate entirely) the amount of profitable business ceded.

21. Historically, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] SCOR's experience has also

been that [REDACTED]
[REDACTED] Consistent
with this history, SCOR's models [REDACTED]
[REDACTED]

22. At a high level, SCOR's model [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] he limited instances where arbitration has
been required. [REDACTED]
[REDACTED]
[REDACTED]

23. Similarly, SCOR's model anticipates [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

24. The assumptions underlying the model are set using expert judgment, factoring in
company policy, industry benchmarking, and experience analysis. These assumptions also take
into account the expenses associated with [REDACTED] including associated legal

costs. These assumptions are reviewed annually by both internal review teams and external auditors, with an additional comprehensive external review of all assumptions taking place as needed, with the last of these comprehensive reviews occurring in 2024.

25. Over the last 15 years, [REDACTED]

[REDACTED] The vast majority [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

26. Notwithstanding SCOR's record of successful rate increase actions, SCOR takes a cautious approach to modeling [REDACTED] For example, SCOR ensures that its modeling

[REDACTED]
[REDACTED]
[REDACTED] This is intended to ensure that SCOR's best estimate projections for the business do not overstate the value of future business. This assumption is conservative, particularly given SCOR's [REDACTED]

[REDACTED]

27. On very rare occasions, SCOR's cedents will dispute a rate increase and force an arbitration. This has happened [REDACTED]

[REDACTED] Most of these results are not public and are subject to binding confidentiality agreements. However, SCOR's victory in the Brighthouse arbitration was confirmed by the New York courts and is a matter of public record. See attached **Exhibit B** to this affidavit.

28. The fifth arbitration result – which AGL cite in its Motion – [REDACTED]
[REDACTED] There is currently a second dispute between the parties about a subset of these treaties.

29. Given SCOR's successful track record implementing [REDACTED]
[REDACTED] SCOR's actuaries determined that [REDACTED]
[REDACTED] This approach has also been approved and ratified by SCOR's external auditors and its Irish and French regulators. I am also aware that this is an approach used by other reinsurers in the industry, which has been confirmed by consulting actuarial firms upon their review of SCOR's valuation models and projected future cashflows.

30. While SCOR's best estimate assumptions for the SGLUSA business involve [REDACTED] SCOR's statutory financial income projections are intentionally more conservative, and [REDACTED]

[REDACTED] Additionally, they do reflect [REDACTED]
[REDACTED] The reason for this is simple and straightforward: SCOR

[REDACTED]

[REDACTED] That means SGLUSA can utilize projections [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31. By eliminating [REDACTED] [REDACTED] SCOR is able to under promise and over deliver on its financials. If SCOR's [REDACTED] [REDACTED] SGLUSA's results will exceed the statutory reporting figures. If the outcome [REDACTED] is delayed for some reason or otherwise unsuccessful, the results will be in line with SGLUSA's initial reporting. Either way, SGLUSA, its regulator, and its auditors are happy, because SGLUSA has met all statutory and regulatory requirements.

PART II: Response and Rebuttal to Certain Claims in the AGL 2d Memo

32. In this section of my affidavit, I identify and respond to specific factual issues raised by AGL in the AGL 2d Memo. If I do not respond to a particular point in the AGL 2d Memo, that does not mean I accept or agree with AGL's premise. Rather, I have limited my testimony to the issues that are either within my personal knowledge or fall within the scope of my responsibilities as SVP – Chief Actuary for SCOR, and which I feel are important to address in advance of the hearing.

A. Response to AGL's Claims Regarding SCOR's / SGLUSA's Capital Position

33. AGL spends a substantial portion of the AGL 2d Memo arguing that SCOR's U.S. operations – and SGLUSA in particular – are not financially strong enough to adequately protect AGL and the other cedents whose reinsurance agreements will be allocated by the Proposed

Transaction. AGL spends several paragraphs making incorrect inferences regarding changes in SGLA's RBC levels, wrongly suggesting that SCOR artificially inflated SGLA's RBC in anticipation of a potential division. Thereafter, AGL argues that SGLUSA's capital is inadequate by comparing TLIC's reserves for the defined block to SGLUSA's current surplus. Finally, AGL argues that it is impossible to determine whether SGLUSA's assets are sufficient to satisfy its future liabilities, based on its incorrect interpretation of SGLUSA's best estimate projections. I disagree with AGL on each of these points.

34. First, AGL's suspicions regarding SGLA's RBC level are misplaced and unfounded. As AGL notes, "[b]etween Q1 2024 and Q2 2024, SGLA's RBC level more than doubled" [REDACTED] AGL suggests that there is "no explanation for such a massive upswing [REDACTED] and imagines that it was the product of some undisclosed action by SCOR to portray SGLA in "a better light." AGL 2d Memo at ¶48. However, the truth is much simpler. On March 27, 2024, an arbitration panel entered an order affirming a substantial rate increase that SGLA noticed in July 2019, which took effect in September 2019. While that proceeding was subject to a binding confidentiality agreement, the rate increase and the Panel's decision are a matter of public record. *See* Exhibit B.

35. The spike in SGLA's RBC levels is directly attributable [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] That is why SGLA's RBC spiked dramatically in Q2 2024 and remained elevated thereafter:

SGLA	
Q1 2020	
Q2 2020	
Q3 2020	
Q4 2020	
Q1 2021	
Q2 2021	
Q3 2021	
Q4 2021	
Q1 2022	
Q2 2022	
Q3 2022	
Q4 2022	
Q1 2023	
Q2 2023	
Q3 2023	
Q4 2023	
Q1 2024	
Q2 2024	
Q3 2024	
Q4 2024	
Q1 2025	
Q2 2025	
Q3 2025	
Q4 2025	

AGL 2d Memo at ¶46 (emphasis added).

36. Notably, [REDACTED]

[REDACTED] impacted SGLA’s RBC levels between 2020 and 2024. [REDACTED]

[REDACTED] As reflected in the chart at Paragraph 46 of ALG 2d Memo, once that cedent [REDACTED] and over [REDACTED] in back payments, SGLA’s RBC levels remained well in excess of the [REDACTED]

37. Second, AGL overstates the difference between SGLUSA’s and TLIC’s capital position by comparing TLIC’s reserves for business *other than* the Defined Block with SGLUSA’s capital and surplus. Specifically, AGL notes that “[t]he original Defined Block (including John Hancock) includes \$3.768 billion in reserves” whereas “SGLUSA in comparison had a capital and

surplus of under \$200 million.” AGL 2d Memo at ¶52 (emphasis in original). AGL argues that this “hardly suggests a counter-party that is in the same financial position as TLIC, which as a capital surplus of \$5.2 billion.” *Id.* (emphasis in original). I will defer to my counsel on whether the appropriate standard for the Commissioner’s review is whether SGLUSA and TLIC occupy “the same financial position.” However, I note that AGL’s comparison overstates the difference between SGLUSA’s and TLIC’s capital position by comparing apples and oranges.

38. Specifically, while the gross assumed reserves calculated by TLIC for the defined block may be \$3.768B, the retained reserves for TLIC on this block are \$0, as the IID has seen fit to allow TLIC full ceded reserve credit for the retrocession between TLIC and SCOR for all business ceded from TLIC to SCOR. SCOR maintains a similar magnitude of gross assumed reserves of [REDACTED] on the Defined Block as well, and the comparison of SCOR’s gross assumed reserves to TLIC’s is covered separately in the RRC document. With respect to TLIC’s \$5.2B of capital surplus noted, this amount should not be directly compared to the excess capital of the business retained in one operating entity. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

39. It should be further noted that the scale of surplus maintained in the US entities,

[REDACTED]

[REDACTED]

[REDACTED]

40. Finally, I disagree with AGL's contention that the Commissioner cannot determine whether SGLUSA's assets are sufficient to satisfy its future liabilities. That is precisely what the Delaware regulator does each year when it reviews and approves the asset adequacy testing reflected in SGLUSA's actuarial memorandum. Nevertheless, AGL makes this claim based on the flawed assumption that "a significant portion of those liabilities" are [REDACTED]

[REDACTED] AGL 2d Memo at ¶107. AGL is wrong on both counts.

41. AGL bases its claim that a "significant portion" [REDACTED]

[REDACTED] See AGL 2d Memo at ¶¶ 63 – 69. As AGL notes, [REDACTED]

[REDACTED] As noted previously, SCOR [REDACTED]

Notably, however, [REDACTED]

[REDACTED] As a result, [REDACTED]

[REDACTED] which apparently gave AGL the incorrect impression that [REDACTED] accounted for [REDACTED] of SGLUSA's projected premiums and [REDACTED] of SGLUSA's projected claims.

42. To gain a more accurate sense of the impact that [REDACTED] [REDACTED] it is helpful to also consider the gross cashflow projections. These reflect that [REDACTED]

[REDACTED] projected cashflows include a large, planned rate increase that will be noticed in 2027 is also mistaken. The [REDACTED]

[REDACTED] There is absolutely no merit to AGL's suggestion that SGLUSA is counting on an as-yet unnoticed rate increase to buoy its financial outlook in connection with these proceedings.

44. In summation, I disagree with AGL's suggestion that SGLUSA is not sufficiently capitalized to protect the interests of all cedents whose contracts will be allocated by the Proposed Transaction.

B. Response to AGL's Claims Regarding SCOR's Projected Cashflows

45. AGL also makes several incorrect claims regarding the projected cashflows that SCOR provided to RRC and IID in connection with these proceedings. First, AGL incorrectly claims that SGLUSA's best estimate projections [REDACTED] [REDACTED] ALG 2d Memo at ¶10. Additionally, AGL suggests that

SGLUSA is misrepresenting its projected cashflows [REDACTED]

[REDACTED] In both instances, AGL makes a number of flawed inferences or incorrect statements that I am happy to correct.

46. First, AGL's claim that [REDACTED]
[REDACTED] AGL 2d Memo at ¶80. The same is true
for AGL's claim that [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

47. As discussed above, a number of SGLUSA's reinsurance agreements [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Either way, however, AGL is
wrong to suggest that SGLUSA's modeling [REDACTED]

[REDACTED]
[REDACTED]

48. To that end, I note that AGL appears to misunderstand SCOR's successful history

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and as discussed above, [REDACTED]

[REDACTED]

[REDACTED]

49. AGL is also wrong to suggest [REDACTED]

[REDACTED] As AGL notes, these projections serve different purposes and thus involve different assumptions. The “prudent basis” projections that SGLUSA provides to its Delaware regulator are intended to demonstrate that SGLUSA meets certain regulatory and statutory capital requirements. These projections are [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] SCOR’s conservative modeling for its regulatory and statutory capital requirements excludes them because (as noted) it is better to under-promise and over-deliver rather than underperform.

50. By contrast, the [REDACTED] projections that SGLUSA provided to RRC reflect [REDACTED] These projections are maintained as part of SCOR’s ordinary course business operations, consistent with the regulatory requirements of its French parent company SCOR SE. They reflect SCOR’s assumptions [REDACTED]

[REDACTED]

[REDACTED] That is why SGLUSA provided these projections to RRC in the first place.

51. As part of its review, RRC wanted to understand the impact of [REDACTED] on the best estimate assumptions. To help illustrate that impact, SCOR provided a 99-year projection [REDACTED]

[REDACTED] Those projections were created specifically for RRC, to serve as an “apples to apples” comparison illustrating [REDACTED]

[REDACTED] However, it is important to understand that there is no situation where [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

52. AGL takes particular issue with what it describes as a “dramatic shift” in SGLUSA’s best estimate projections that is not reflected in the “prudent basis” projections that SGLUSA provided to the Delaware regulator. As discussed above, this shift reflects [REDACTED]
[REDACTED]
[REDACTED] in the “prudent basis” projections because, as discussed above, SCOR’s approach is to “under promise and over deliver” and SCOR [REDACTED] surpass the regulatory and statutory asset adequacy requirements.

53. In summary, more prudent projections were provided to Delaware for the purpose of regulatory and statutory reserving which [REDACTED] Assets were adequate with or without [REDACTED] Because SCOR does include [REDACTED] in its best estimate projections, RRC received the best estimate projections, which differed from the prudent basis projections provided to Delaware. However,

AGL is incorrect in alleging that these two projections misrepresent SGLUSA's financial condition, they just serve different purposes.

C. Response to AGL's Claims Regarding SCOR's Capital Maintenance Agreements and Parental Guarantees

54. Finally, AGL makes a number of misleading claims regarding SCOR SE's [REDACTED]

[REDACTED] and the [REDACTED]

First AGL suggests that SCOR SE will default on its [REDACTED]

AGL 2d Memo at ¶118. [REDACTED]

[REDACTED] *Id.* at ¶126.

I disagree with AGL in both respects.

55. First, with respect to the [REDACTED]

[REDACTED] SCOR's US Life business makes up approximately 50% of SCOR's global life portfolio, and 25% of the overall portfolio of SCOR. Not only is continued investment in the US Life market integral in maintaining SCOR's global standing as a tier one reinsurer, but any disruption in the creditworthiness of SCOR's US entities, let alone a situation where capital drops to a level where a US state regulator needed to intervene, would be a major blow to SCOR's global franchise.

56. Additionally, I note that AGL's claim that "[i]t is beyond dispute [REDACTED]

[REDACTED] including SGLA – the entity currently responsible for paying claims on the Defined Block.

57. [REDACTED] SGLUSA is key to SCOR's overall business strategy. SGLUSA is the only operating company that writes new business, and has been the only company writing new business since 2014. It is the flagship operating company and "core to SCOR's US life business, both currently and going forward." App. Ex. 77 at 2. Additionally, as noted in the Context Memo provided to RRC, [REDACTED]

[REDACTED] which will further enhance the importance of SGLUSA to SCOR's global operations.

CONCLUSION

89. I hereby certify under penalty of perjury that the foregoing statements are true and correct, except as to matters stated to be on information and belief and as to such matters I certify I verily believe the same to be true. I reserve the right to revise, supplement, explain or replace any statement in this Rebuttal Affidavit either in another version and/or in testimony I will provide at the Hearing.

DATED: August 17th, 2026

SPH

Sean Hayward
SCOR Global Life Americas
SVP – Chief Actuary

State of Florida

County of Broward

Sworn to (or affirmed) and subscribed before me by means of online notarization,
this 08/17/2026 by Sean Michael Hayward.

Ana R. Valentin Hernandez

Ana Ruth Valentin Hernandez

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced PASSPORT

Notarized remotely online using communication technology via Proof.

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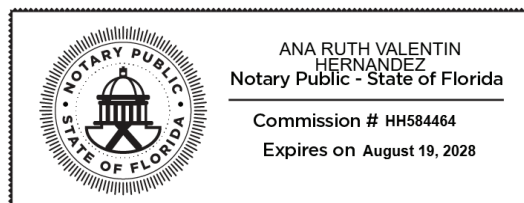


Exhibit A

Sean Hayward, FSA, CFA, MAAA

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Email: seanhayward77@gmail.com

Work Experience

March 2024 - Present **SCOR Global Life** Charlotte, NC
July 2019 – Dec 2022

SVP – Chief Actuary, Americas Life & Health

- Lead all corporate actuarial work for US life reinsurance company
- Overall responsibility for IFRS, Solvency II and US regulatory reporting balances and analysis
- Lead team of 30 actuaries, overseeing both valuation and modeling departments, including a full model development & release team
- Represent the US life company globally with executive management

Jan 2023 – March 2024 **Coherent Global** Winnipeg, MB
Head of Product Strategy, Life & Retirement

- Responsible for go-to-market strategy for US life insurance and retirement business for SaaS-based software provider
- Provide subject matter expertise across actuarial clients and prospects, both during the sales process as well as during implementation
- Drive development of new product features needed to the target US life and retirement industry, including hands-on development of prototypes

Oct 2014 – June 2019 **FIS / SunGard** Winnipeg, MB
VP – Solutions Management & Strategy, Risk

- Responsible for hiring and developing newly created US software team required for large scale expansion within the US
- Set global strategic direction for development of actuarial and risk management software platform Prophet
- Directly manage team of 12 actuarial developers, with indirect leadership responsibility over sales and development teams supporting the product
- Frequent presenter at industry conferences and client roadmap sessions, with a focus on increasing brand awareness and client satisfaction

Sept 2013 – Oct 2014 **GGY AXIS** Winnipeg, MB
July 2009 – May 2012

Actuarial Programmer

- Lead development of US GAAP and universal life functionality in AXIS, including setting priorities, developing specifications and programming complex functionality
- Driving force in overhauling key functionality in the system, making AXIS more viable in the US market
- Provided frequent internal trainings, both through large teaching sessions and individual mentoring
- Key member of all marketing efforts in the US where US GAAP functionality was being evaluated
- Led university recruiting, including phone interviews of all potential candidates

June 2012 – Sept 2013 **Allianz Life** Golden Valley, MN
Senior Director Actuary – Financial Development

- Led the overhaul of an underperforming corporate modeling team, ultimately resulting in a team of 11 responsible for development of actuarial financial projection platform, including development using C++ and SQL
- Provided strategic and technical leadership over cross departmental project to rebuild corporate financial modeling platform, including regular interaction with executive leadership
- Responsible for establishing best practices for the actuarial development team, including coding standards and review, testing protocol, specification development

Sean Hayward, FSA, CFA, MAAA

75 Rose Garden Cres Winnipeg MB ♦ Ph 431.998.3780

Email: seanhayward77@gmail.com

Feb 2008 – June 2009

Tetrem Capital Management

Winnipeg, MB

Vice President - Investments

- Led all quantitative research for long-only value manager
- Developed internal data warehouse using SQL Server used for all client statements and quantitative modeling, including in-house performance attribution model
- Involved in development of marketing materials and the business development process

March 2006 – Feb 2008

Allianz Life

Golden Valley, MN

Assistant Vice President – Financial Development

- Directed team responsible for development of actuarial financial reporting software
- Responsible for developing and implementing valuation methodologies for all lines of business
- Worked with product development to reflect emerging accounting guidelines for new products
- Represented Allianz as a member of an industry working group
- Led calculation of Embedded Value, a key financial metric for European parent and communicate results with parent company

June 2004 – March 2006

Ameriprise Financial

Minneapolis, MN

Senior Investment Risk Analyst

- Led development of the financial modeling platform currently used throughout the company
- Developed asset and reinvestment models, testing against existing internal systems

May 1999 – June 2004

Deloitte

Minneapolis, MN

Consultant/Manager

- Coordinated all development and lead developer of the Prophet actuarial software in the US
- Technical lead on a large software implementation project using Prophet
- Technical expert on actuarial software sales, including client presentations, marketing and training materials

Education

Jan 2003 – Aug 2005

University of Minnesota

Minneapolis, MN

Masters of Business Administration

Major: Finance

Sept 1995 – Dec 1999

University of Manitoba

Winnipeg, MB

Bachelor of Commerce (Honours)

Major: Actuarial Math/ Finance

Exhibit B

2025 WL 2331941 (N.Y.Sup.) (Trial Pleading)

Supreme Court of New York.

New York County

In the matter of the Application of SCOR GLOBAL LIFE AMERICAS REINSURANCE COMPANY (successor to Republic Vanguard Life Insurance Company), Petitioner,

v.

BRIGHTHOUSE LIFE INSURANCE COMPANY (successor to Travelers Insurance Company and Travelers Life and Annuity Company), Respondent.

No. 651505/2025.

March 21, 2025.

For an Order Pursuant to Article 75 of the Civil Practice Law and Rules to Confirm the Parties' Arbitration Award,

Petition to Confirm Arbitral Award

Petitioner SCOR Global Life Americas Reinsurance Company ("SCOR"), by and through its attorney, John N. Thomas, for its petition pursuant to Article 75 of the New York Civil Practice Law and Rules ("CPLR"), respectfully alleges as follows:

PRELIMINARY STATEMENT

1. This Article 75 proceeding seeks an order pursuant to Section 9 of the Federal Arbitration Act, [9 USC § 9](#), confirming the arbitration award dated March 27, 2024 and the clarification order dated June 4, 2024, rendered in an arbitration before an arbitration panel (the "Panel") consisting of Elliot S. Orol (Umpire), Howard D. Denbin (Arbitrator), and Susan E. Mack (Arbitrator), and entry of judgment thereon.

PARTIES

2. Petitioner SCOR is a corporation that is incorporated in Delaware and has its principal place of business in Charlotte, North Carolina.

3. Upon information and belief, Respondent Brighthouse Life Insurance Company ("Brighthouse") is a corporation incorporated in Delaware and has its principal place of business in Charlotte, North Carolina.

JURISDICTION AND VENUE

4. This Court has specific jurisdiction pursuant to [CPLR 7502\(a\)\(1\)](#) because both parties consented to arbitrate and a hearing was held to resolve the underlying dispute at 7 Times Square, New York, New York.

5. Venue in the County of New York is proper pursuant to [CPLR 7502\(a\)\(1\)](#) because it is the county in which the arbitration was held.

6. The amount in controversy exceeds \$500,000 as required by Section 202.70(a) of the Commercial Division of the Supreme Court.

STATEMENT OF FACTS

7. SCOR and Brighthouse are parties to a Yearly Renewable Term Reinsurance Agreement (the “Treaty”). A copy of the Treaty, with non-relevant appendices omitted, is attached as Exhibit 1.

8. Pursuant to the terms of the Treaty, SCOR agrees to reinsure Brighthouse for an agreed share of each life insurance policy issued by Brighthouse and ceded to the Treaty.

9. Pursuant to the terms of the Treaty, SCOR charges Brighthouse a reinsurance premium for each Brighthouse life insurance policy that is ceded to the Treaty.

10. Pursuant to the terms of the Treaty, the reinsurance premiums are not guaranteed and may be increased by SCOR for inforce policies so long as SCOR decided to increase rates “on an entire class of business.” Exhibit 1 at Art. V.1. If SCOR increases reinsurance premium rates, Brighthouse has “the right to recapture any business affected by such change.” *Id.*

11. To comply with the Treaty's condition, SCOR decided to increase rates on an entire class of business that included the Treaty. Then, on July 1, 2019, SCOR notified Brighthouse that, effective September 1, 2019, SCOR was increasing the Treaty's reinsurance premium rates.

12. Brighthouse refused to implement the rate increase noticed by SCOR.

13. After certain discussions and required good-faith negotiations proved unsuccessful, on July 28, 2020, SCOR demanded arbitration, as required in the Treaty. A copy of the arbitration demand is attached as Exhibit 2.

14. The parties agreed to amend the arbitration clause in Article IX.3 of the Treaty for the dispute, to modify the arbitrator selection process, general arbitration procedure, and arbitration situs. A copy of the Arbitration Agreement is attached hereto as Exhibit 3.

15. An organizational meeting was held via videoconference on January 28, 2021, at which the parties accepted the Panel.

16. Notwithstanding the Arbitration Agreement's provision stating that the arbitration would be held in Charlotte, North Carolina, the parties and Panel later agreed to conduct the arbitration in New York City, New York. A copy of the correspondence indicating the agreement to hold the arbitration in New York City, New York is attached hereto as Exhibit 4.

17. The arbitration hearing on the merits was held December 11-19, 2023, at 7 Times Square, New York, New York. [Text redacted in copy] A copy of the relevant portion of the hearing transcript is attached hereto as Exhibit 5.

18. Following the hearing, the Panel issued a Final Award on March 27, 2024. Attached hereto as Exhibit 6 is a true and correct copy of the Final Award issued on March 27, 2024.¹

19. The Treaty provides that the “text” of the Treaty along with its exhibits, schedules, and amendments, “are considered to be the entire agreement between” the parties. Ex. 1 at Art. I.3. The Treaty also states that “[t]here are no other understandings or agreements between [the parties] regarding the policies reinsured other than as expressed in” the Treaty. *Id.* [Text redacted in copy] Ex. 6 at ¶ 10.

20. The arbitration clause in the Treaty also emphasizes the importance of the Treaty's terms, stating that the Panel's decision “will be based on the terms and conditions of this Agreement as well as the usual customs and practices of the insurance and reinsurance industry, insofar as they are not in conflict with the specific terms of this Agreement...” Ex. 1 at Art. IX.3. [Text redacted in copy] Ex. at ¶ 10

21. The Treaty provides in clear terms that SCOR “can” increase rates to Brighthouse “if [SCOR] decided to do so on an entire class of business.” Ex. 1 at Art. V.1. [Text redacted in copy] See Exhibit 6 at ¶ 11. [Text redacted in copy] *Id.*

22. [Text redacted in copy] Exhibit 6 at ¶ 20.A

23. The Treaty plainly grants SCOR the discretion to “decide[]” on “an entire class of business” for any rate increase. Ex.1 at Art. V.1. [Text redacted in copy] Ex. 6 at ¶ 11.

24. The Treaty does not grant Brighthouse a role in the decision about the increased rates or which entire class of business to choose for any rate increase. See Ex. 1 at Art. V.1. Instead, Brighthouse is granted the “right to recapture” any business subject to SCOR's rate increase. *Id.* [Text redacted in copy] Ex. 6 at ¶11.

25. [Text redacted in copy] See Exhibit 6 at ¶ 20.B.

26. [Text redacted in copy] See Ex. 2 [Text redacted in copy] Ex. 6 at ¶ 13. [Text redacted in copy] *Id.*

27. [Text redacted in copy] *Id.* at ¶ 20.C.

28. [Text redacted in copy] *Id.* at ¶¶ 20.D. - 20.H.

29. [Text redacted in copy] See Exhibit 7, May 17, 2024 Declaration of Patricia A. Cox. at ¶¶ 3-4. [Text redacted in copy] After briefing by both parties on the issue, on June 4, 2024, the Panel issued an Order (the “Clarification Order”) to clarify the provisions and intent of the Final Award as to the calculation of certain premium and interest amounts owed pursuant to the Final Award. A copy of the June 4, 2024 Clarification Order is attached as Exhibit 8.

30. Neither the Final Award, nor the Panel Clarification Order, have been vacated or modified pursuant to Section 12 of the Federal Arbitration Act, 9 U.S.C. § 12.

FIRST CAUSE OF ACTION

(CONFIRMATION)

31. Petitioner repeats and realleges paragraphs 1 through 30 above, as if fully set forth herein.

32. Petitioner has brought this action within one year of the delivery of the Final Award on March 27, 2024 and delivery of the Clarification Order on June 4, 2024.

33. [Text redacted in copy] Exhibit 3 at Art. IX.3 (as amended).

34. By reason of the foregoing, Petitioner is entitled to an order confirming the Final Award and the Clarification Order pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9 and entry of judgment thereon.

PRAYER FOR RELIEF

WHEREFORE, SCOR respectfully requests that this Court:

1. Enter an Order pursuant to Section 9 of the Federal Arbitration Act, [9 U.S.C. § 9](#), confirming the Final Award dated March 27, 2024 and the Clarification Order dated June 4, 2024;
2. Award Petitioner such other and further relief as the Court deems just and proper.

Dated: March 17, 2025 New York, New York

Respectfully submitted,

TROUTMAN PEPPER LOCKE LLP

By: <<signature>>

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Footnotes

- 1 One of the Panel members issued a dissent to the Final Award. Since it is not required for confirmation, SCOR has not included the dissent with its Petition. *See* [9 U.S.C. § 13](#).