

STATE OF NEW YORK INSURANCE DEPARTMENT
REPORT ON EXAMINATION
OF THE
FIRST GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY
AS OF
OCTOBER 28, 2002

DATE OF REPORT:

JANUARY 10, 2003

EXAMINER:

BRIAN E. GLAAB

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STATE OF NEW YORK
INSURANCE DEPARTMENT
25 BEAVER STREET
NEW YORK, NEW YORK 10004

January 10, 2003

Honorable Gregory V. Serio
Superintendent of Insurance
Albany, New York 12257

Sir:

In accordance with instructions contained in Appointment No. 21929, dated August 27, 2002 and annexed hereto, an examination has been made into the condition and affairs of the First Great-West Life & Annuity Insurance Company, hereinafter referred to as "the Company," at its home office located at 125 Wolf Road, Albany, New York 12205.

Wherever "Department" appears in this report, it refers to the State of New York Insurance Department.

The report indicating the results of this examination is respectfully submitted.

1. EXECUTIVE SUMMARY

The Company violated Section 3224-a(a) of the New York Insurance Law by failing to make payments on accident and health claims within 45 days of receipt of the claims. The Company also violated Section 3224-a(b) of the New York Insurance Law by failing to reject claims in writing within 30 days of the receipt of the claims, stating the reasons why it is not obligated to pay such claims. In addition, the Company violated Section 3224-a(c) of the New York Insurance Law by failing to pay interest, as required, on accident and health claims paid after 45 days. The examiner recommends that the Company pay the appropriate interest on any claim where the interest was not previously paid and any claim where interest was previously paid incorrectly. (See item 6 of this report)

The examiner recommends that the Company comply with its method of allocating net investment income and exercise enhanced care in ensuring that net investment income is correctly allocated to all relevant lines of business. (See item 5 of this report)

2. SCOPE OF EXAMINATION

The examination of the Company covers the period from April 4, 1997 through October 28, 2002. As necessary, the examiner reviewed transactions occurring subsequent to October 28, 2002 but prior to the date of this report (i.e., the completion date of the examination).

The examination was limited to a review of the Company's actions taken to correct the prior report on examination findings (Report dated July 13, 2001), a review of prompt payment of accident and health claims and a review of death claims. The examiner utilized the National Association of Insurance Commissioners' Examiners Handbook or such other examination procedures, as deemed appropriate, in such review.

This report on examination is confined to comments on those matters which involve departure from laws, regulations or rules, or which require explanation or description.

3. DESCRIPTION OF COMPANY

A. History

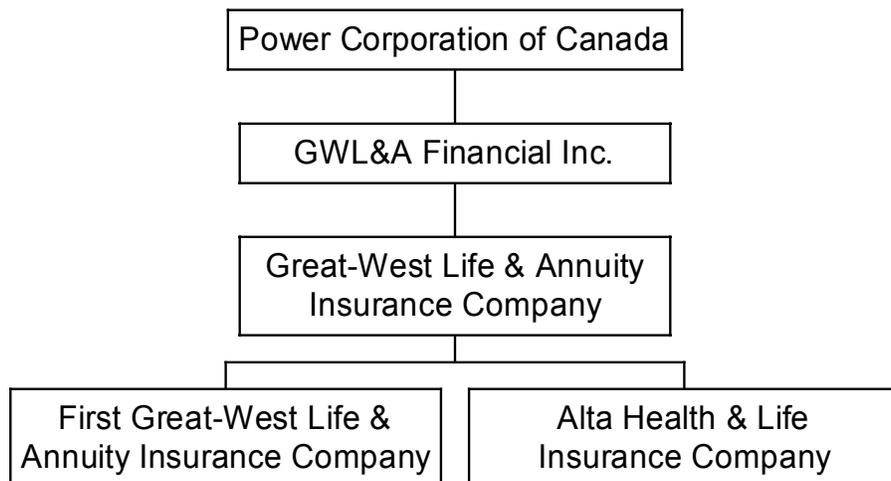
The Company was incorporated as a stock life insurance company under the laws of New York on April 9, 1996, commenced business on April 4, 1997 and was licensed on May 28, 1997. Initial resources of \$6,000,000 consisting of common capital stock of \$2,000,000 and paid in and contributed surplus of \$4,000,000 were provided through the sale of 2,000 shares of common stock (par value of \$1,000 per share) for \$3,000 per share to Great-West Life and Annuity Insurance Company (“GWL&A”).

As of September 30, 2002, capital and paid in and contributed surplus were \$2,500,000 and \$28,600,000 respectively.

B. Holding Company

The Company is a wholly owned subsidiary of GWL&A, a Colorado life insurance company. GWL&A is a wholly owned subsidiary of GWL&A Financial Inc., a Delaware holding company. The ultimate parent of the Company is the Power Corporation of Canada (“Power Corporation”), a Canadian holding and management company.

An organization chart reflecting the relationship between the Company and significant entities in its holding company system as of October 28, 2002 follows:



The Company had two service agreements in effect as of October 28, 2002, with its parent. The following is a brief description of the service agreements:

1. An Administrative Services Agreement with GWL&A dated May 15, 1997, whereby GWL&A provides corporate support services, investment services, marketing administrative services and other back-office administrative services with respect to the Company's insurance business and operations. In addition, the Company uses certain property, equipment, personnel and facilities of GWL&A.
2. An Administrative Services Agreement with GWL&A dated August 31, 1999, whereby GWL&A provides facilities and trained personnel of the kind necessary to perform underwriting, policyholder services, claims processing and marketing with respect to the Company's new group life and accident and health insurance business. This agreement permits other affiliated companies to perform these services for the Company as well. The Company is required to furnish written consent for services to be performed by any other affiliate.

The Company submitted a revised service agreement to the Superintendent to replace the two service agreements listed above and to include services performed by the Company's sole employee for GWL&A. This agreement was submitted to the Superintendent on October 1, 2002 and is currently under review by the Department.

C. Management

The Company's by-laws provide that the board of directors shall be comprised of not less than nine and not more than 21 directors. However, within one year following the end of the calendar year in which the admitted assets of the Company equals or exceeds \$1.5 billion, the number of directors shall be increased to not less than 13 directors. Directors are elected for a period of one year at the annual meeting of the stockholders held in June of each year. As of October 28, 2002, the board of directors consisted of nine members. Meetings of the board are held at least four times in each calendar year.

The nine board members and their principal business affiliation, as of October 28, 2002, were as follows:

<u>Name and Residence</u>	<u>Principal Business Affiliation</u>	<u>Year First Elected</u>
Marcia D. Alazraki* Slingerlands, NY	Partner Kalkines, Arky, Zall and Bernstein LLP	1996
James Balog* Vero Beach, FL	Retired	1997
James W. Burns Winnipeg, Canada	Chairman of the Board Great-West Lifeco Inc. The Great-West Life Assurance Company	1997
Orest T. Dackow* Castle Rock, CO	Retired	2000
Paul Desmarais, Jr. Montreal, Canada	Chairman and Co-Chief Executive Officer Power Corporation of Canada	1997
Robert Gratton Montreal, Canada	President and Chief Executive Officer Power Financial Corporation	1997
Stuart Z. Katz* New York, NY	Partner Fried, Frank, Harris, Shriver and Jacobson	1997
William T. McCallum Greenwood Village, CO	Chairman, President and Chief Executive Officer First Great-West Life & Annuity Insurance Company President and Chief Executive Officer Great-West Life & Annuity Insurance Company	1997
Brian E. Walsh* Rye, NY	Co-Founder and Managing Partner Veritas Capital Management, LLC	1997

* Not affiliated with the Company or any other company in the holding company system.

The following is a listing of the principal officers of the Company as of October 28, 2002:

<u>Name</u>	<u>Title</u>
William T. McCallum	Chairman, President and Chief Executive Officer
Mitchell T.G. Graye	Executive Vice President & Chief Financial Officer
Douglas L. Wooden	Executive Vice President, Financial Services
Duncan D. Lennox	Senior Vice President, General Counsel & Secretary
Glen R. Derback	Vice President & Treasurer
James L. McCallen	Vice President & Actuary

David C. Aspinwall is the designated consumer services officer per Section 216.4(c) of Department Regulation No. 64.

D. Territory and Plan of Operation

The Company is authorized to write life insurance, annuities and accident and health insurance as defined in paragraphs 1, 2 and 3 of Section 1113(a) of the New York Insurance Law.

The Company is licensed to transact business in two states, namely Iowa and New York. As of September 20, 2002, 92.6 % of life premiums and 83.5% of deposit type funds were received from New York. As of September 30, 2002, 96.4% of accident and health premiums were received from New York (54.8%) and California (41.6%). Policies are written on a non-participating basis.

The Company's principal lines of business during the examination period were ordinary life insurance, individual and group annuities, group life and group accident and health insurance. The Company sells individual variable qualified and non-qualified deferred annuities through Charles Schwab & Co., Inc. The Company also administers various blocks of self-funded business.

The Company offers its group life, group annuity, and group accident and health products to the employer market. The Company maintains a group sales office in New York that is staffed by representatives that develop relationships with independent brokers who sell group insurance products to employers for the benefit of their employees.

The individual life insurance product currently offered by the Company is sold by representatives of the Clark Bardes Company and Benefit Compensation Strategies. This product is marketed in two ways; as bank owned life insurance and as corporate owned life

insurance (no corporate owned life insurance was sold during the examination period). The bank owned life insurance product is a non-participating modified single premium universal life insurance product designed for sale through the institutional insurance market. The Company also began issuing individual term insurance through Citibank in 2002.

The Company offers a flexible premium annuity with both fixed and variable investment options. Individual annuities are marketed exclusively through Charles Schwab & Co., Inc. Marketing of the product is done through direct mail to Schwab customers, through Schwab Advisors (brokers), through the Schwab Internet site and through the Schwab Call Center where potential clients can obtain information on the product and have an informational package and application sent to them.

4. ALLOCATION OF EXPENSES

The prior report on examination cited the Company for violating Sections 91.4(a)(2) and 91.4(a)(5) of Department Regulation No. 33 when it failed to maintain records with sufficient detail to show how the Company allocated its general and inter-company expenses.

Section 91.4(a)(5) of Department Regulation No. 33 states:

“Allocations of income and expenses between companies shall be treated in the same manner as if made for major annual statement lines of business.”

Section 91.4(f)(5) of Department Regulation No. 33 states:

“General indexes such as premium volume, number of policies, and insurance in force shall not be used as basis for distributing costs among major annual statement lines of business, except where the incidence of cost is closely related to such general indexes, or except where there is no more appropriate basis for measurement. Such general indexes may not be used in distributing claim costs to secondary annual statement lines of business.”

The examiner reviewed the workpapers provided by the Company for their proposed method of allocating expenses. There were still deficiencies in the workpapers provided in that a general index used for allocating expenses was not substantiated.

The Company has had several further discussions with the Department regarding their proposed expense allocation method. The Company was advised that the use of a general index (e.g. per member per month) for allocating expenses can only be used if it can be substantiated that the incidence of cost is closely related to such index or where it can be substantiated that there is no more appropriate basis for measurement as required by Section 91.4(f)(5) of Department Regulation No. 33.

In addition, the method adopted for the allocation of expenses between companies must be treated in the same manner as used for the allocation of expenses by major annual statement lines of business in accordance with Section 91.4(a)(5) of Department Regulation No. 33.

The Company is advised that the method ultimately adopted should be in accordance with Department Regulation No. 33 and should be implemented for the 2003 annual statement. Allocation of expenses will be reviewed during the next regular examination.

5. ALLOCATION OF NET INVESTMENT INCOME

The prior report on examination cited the Company for violating Section 91.4(a)(2) of Department Regulation No. 33 when it failed to maintain records documenting the actual method used for the allocation of net investment income. During this examination, the Company provided the examiner with documentation supporting its investment year method of allocating net investment income to the principal lines of business. The Company also filed its method of allocating net investment income with the Superintendent and it was approved on January 6, 2003.

The Company utilizes an investment year method to allocate assets to specific lines of business based on the timing of cash flow. The Company's records revealed that, for the 2001 annual statement, the Company only allocated assets to the individual life and group accident and health lines of business. As a result, net investment income was only allocated to these lines. The Company failed to allocate net investment income to the group life insurance and the group annuities lines of business.

The examiner recommends that the Company comply with its method of allocating net investment income and exercise enhanced care in ensuring that net investment income is correctly allocated to all appropriate lines of business.

6. PROMPT PAYMENT OF ACCIDENT AND HEALTH CLAIMS

Section 3224-a(a) of the New York Insurance Law states, in part:

“Except in a case where the obligation of an insurer . . . to pay a claim submitted by a policyholder or person covered under such policy or make a payment to a health care provider is not reasonably clear, or when there is a reasonable basis supported by specific information available for review by the superintendent that such claim or bill for health care services rendered was submitted fraudulently, such insurer . . . shall pay the claim to a policyholder or covered person or make a payment to a health care provider within forty-five days of receipt of a claim or bill for services rendered.”

The examination revealed that the Company failed to make payment on thousands of accident and health claims within 45 days of receipt of such claims.

The Company violated Section 3224-a(a) of the New York Insurance Law by failing to make payments on accident and health claims within 45 days of receipt of the claims.

Section 3224-a(b) of the New York Insurance Law states, in part:

“In a case where the obligation of an insurer . . . to pay a claim or make a payment for health care services rendered is not reasonably clear due to a good faith dispute regarding the eligibility of a person for coverage, the liability of another insurer or corporation or organization for all or part of the claim, the amount of the claim, the benefits covered under a contract or agreement, or the manner in which services were accessed or provided, an insurer . . . shall pay any undisputed portion of the claim in accordance with this subsection and notify the policyholder, covered person or health care provider in writing within thirty calendar days of the receipt of the claim:

- (1) that it is not obligated to pay the claim or make the medical payment, stating the specific reasons why it is not liable; or
- (2) to request all additional information needed to determine liability to pay the claim or make the health care payment . . . ”

The examination revealed that the Company failed to provide written notification to the policyholder, covered person or health care provider for thousands of denied accident and health claims, within 30 days of the receipt of the claims, stating the reasons why it was not obligated to pay such claims.

The Company violated Section 3224-a(b) of the New York Insurance Law by failing to provide written notification to the policyholder, covered person or health care provider, within 30 days of the receipt of the claims, stating the reasons why it was not obligated to pay such claims.

Section 3224-a(c) of the New York Insurance Law states, in part:

“Each claim or bill for health care services processed in violation of this section shall constitute a separate violation. In addition to the penalties provided in this chapter, any insurer . . . that fails to adhere to the standards contained in this section shall be obligated to pay to the health care provider or person submitting the claim, in full settlement of the claim or bill for health care services, the amount of the claim or health care payment plus interest on the amount of such claim or health care payment of the greater of the rate equal to the rate set by the commissioner of taxation and finance for the corporate taxes . . . or twelve percent per annum, to be computed from the date the claim or health care payment was required to be made. When the amount of interest due on such a claim is less than* two dollars, and insurer . . . shall not be required to pay interest on such claim.”

*So in original. Should be “than.”

The examination revealed that the Company failed to pay interest in hundreds of cases in which it was required to pay interest with regards to the aforementioned accident and health claims it failed to pay within 45 days.

The Company provided documentation to support that it subsequently paid interest on the above claims after it was notified of this examination but prior to the start of the on-site examination. The documentation indicated that the Company calculated the required interest as of one of two dates, October 28, 2002 or November 1, 2002. However, the examination also revealed that the Company had not actually paid the interest as of the date it calculated the interest. There was a time lag between the date interest was calculated and the date the interest was paid. The Company was advised that interest should have been calculated until the actual date of payment. The Company has agreed to pay the additional interest, from the date it originally calculated the amount of interest to the date it actually paid the interest, on amounts that exceed one dollar.

In addition, the review indicated that in a number of cases the Company used an incorrect date received to calculate interest on accident and health claims. In such instances, the actual date received was earlier than the date that was used to calculate interest.

The Company violated Section 3224-a(c) of the New York Insurance Law by failing to pay interest, as required, on accident and health claims paid after 45 days.

The examiner recommends that the Company pay the appropriate interest on any claim where the interest was not previously paid and any claim where interest was previously paid incorrectly.

7. PRIOR REPORT SUMMARY AND CONCLUSIONS

Following are the violations, recommendations and comments contained in the prior report on examination and the subsequent actions taken by the Company in response to each citation:

<u>Item</u>	<u>Description</u>
A	<p>The Company violated Section 1505(d)(3) of the New York Insurance Law by not complying with its approved service agreements.</p> <p>The Company's annuity records are maintained on GWL&A's annuity system and are available on-line at the Company's home office in compliance with its approved service agreements.</p>
B	<p>The Company violated Section 1505(d)(3) of the New York Insurance Law when it provided a service to its parent on a regular basis without first notifying the Superintendent of its intention to enter into such transaction.</p> <p>The Company filed a revised service agreement, to include the performance of services by the employee on behalf of GWL&A with the Superintendent on October 1, 2002.</p>
C	<p>The examiner recommended that the Company amend the reinsurance treaties transferred from AH&L-NY to reflect the Company as the ceding insurer.</p> <p>The Company provided copies of amended reinsurance treaties with Phoenix Life Insurance Company, Swiss Re Life & Health America Inc., and Prudential Insurance Company of America. The Company also provided documentation supporting that it has been attempting to amend the reinsurance treaty with UNUM Life Insurance Company.</p>
D	<p>The examiner recommended that the Company properly complete the Exhibit of Annuities and include all individual ordinary annuities and group variable annuities in all future annual statements filed with the Department.</p> <p>The Company did not properly complete the Exhibit of Annuities in the 2001 annual statement since it did not receive the prior report on examination until after it completed the 2001 annual statement. The Company has indicated that it will properly complete the Exhibit of Annuities in the 2002 annual statement.</p>

<u>Item</u>	<u>Description</u>
E	<p>The Company's surplus is overstated by \$942,669 as of December 31, 2000.</p> <p>The Company reported the \$942,669 amount as an admitted asset in the 2001 annual statement since it did not receive the prior report on examination until after it completed the 2001 annual statement. The Company's 2002 September Quarterly Statement indicates that the Company is now reporting the amount as not admitted.</p>
F	<p>The examiner recommended that the Company maintain documentation to support amounts reported in its filed annual statements.</p> <p>The Company was unable to provide supporting documentation for the \$942,699 amount and is unable to reproduce any such documentation. The Company's 2002 September Quarterly Statement indicates that the Company is now reporting the amount as not admitted.</p>
G	<p>The Company violated Section 2122(a)(2) of the New York Insurance Law and Section 219.4(p) of Department Regulation No. 34-A when it used advertisements which: called attention to an unauthorized insurer; were misleading by creating the impression that someone other than the insurer would be responsible for the financial obligations under the policy; did not include the city of the Company's home office; did not include the policy form number; and were misleading as to the true identity of the insurer.</p> <p>The Company has either corrected the advertisements in question or terminated using the advertisements.</p>
H	<p>The Company violated Section 3201(b)(1) of the New York Insurance Law when it used a policy form that was not filed with and approved by the Superintendent.</p> <p>The Company has ceased using the policy form.</p>
I	<p>The Company violated Sections 51.6(a) and (b) of Department Regulation No. 60 by not having as part of each application: a completed Definition of Replacement form; a statement signed by the agent as to whether replacement was involved in the transaction; a completed Disclosure Statement; and copies of the proof of receipt by the applicant of the "<u>IMPORTANT</u> Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts."</p> <p>A review indicated that the Company obtains the required documentation regarding the replacement of policies or contracts.</p>

<u>Item</u>	<u>Description</u>
J	<p>The examiner recommended that the Company revise its claim form to include the complete fraud warning required by Law.</p> <p>The Company's claim form has been revised to include the complete fraud warning.</p>
K	<p>The examiner recommended that the Company maintain its complaint log in accordance with Circular Letter No. 11 (1978).</p> <p>The Company's complaint log complies with Department Circular Letter No. 11 (1978).</p>
L	<p>The Company violated Section 216.11 of Department Regulation No. 64 by not maintaining surrender requests in its annuity withdrawal surrender files.</p> <p>The Company is maintaining surrender requests in its annuity withdrawal surrender files.</p>
M	<p>The Company violated Section 325(a) of the New York Insurance Law by not keeping and maintaining its books of account at its principal office in New York.</p> <p>The Company's books of account are maintained at its principal office in New York.</p>
N	<p>The Company violated Section 215.17(a) of Department Regulation No. 34 and Section 219.5(a) of Department Regulation No. 34-A by not maintaining a complete advertising file at its home office.</p> <p>A complete advertising file is maintained at its home office.</p>
O	<p>The Company violated Section 310(a)(3) of the New York Insurance Law when its officer and the officers of its parent and affiliates failed to facilitate the examination.</p> <p>The Company's officer and the officers of GWL&A facilitated the examination.</p>

<u>Item</u>	<u>Description</u>
P	<p>The Company violated Section 4233(b)(3) of the New York Insurance Law by not reporting the salary, compensation and emoluments received by the three senior officers and the employee of the Company who was paid more than \$60,000.</p> <p>The Company did not report the salary, compensation and emoluments received by the three senior officers and the employee of the Company who was paid more than \$60,000 in the 2001 annual statement since it did not receive the prior report on examination until after it completed the 2001 annual statement. The Company has indicated that it will report this information in the 2002 annual statement.</p>
Q	<p>The Company violated Section 91.4(a)(2) of Department Regulation No. 33 when it failed to maintain records documenting the actual method used for the allocation of net investment income.</p> <p>The Company provided records documenting how it allocated net investment income to the lines of business reported in the 2001 annual statement.</p>
R	<p>The Company violated Section 91.4(a)(2) of Department Regulation No. 33 when it failed to maintain records with sufficient detail to show how the Company allocated its general expenses.</p> <p>Allocation of general expenses will be reviewed during the next regular examination.</p>
S	<p>The Company violated Section 91.4(a)(5) of Department Regulation No. 33 when it failed to maintain records with sufficient detail to show how the Company allocated its inter-company expenses.</p> <p>Allocation of inter-company expenses will be reviewed during the next regular examination.</p>
T	<p>The Company violated Section 90.7(x) of Department Regulation No. 33 by including inter-company expenses as a part of sundry general expenses in Exhibit 5 of the annual statement when such inter-company expenses exceeded 25% of total sundry expenses.</p> <p>Allocation of expenses to lines in Exhibit 5 will be reviewed during the next regular examination.</p>

<u>Item</u>	<u>Description</u>
U	<p>The examiner recommends that, in the future, the Company distribute inter-company expenses to the appropriate line items of Exhibit 5, instead of reporting the total inter-company expense in one line item.</p> <p>Allocation of expenses to lines in Exhibit 5 will be reviewed during the next regular examination.</p>
V	<p>The Company violated Section 4240(e) of the New York Insurance Law when it invested in portfolios that were not filed with and approved by the Superintendent.</p> <p>The portfolios have now been filed and approved by the Superintendent.</p>
W	<p>The Company violated Section 243.2 of Department Regulation No. 152 when it failed to maintain: supporting documentation for the allocation of net investment income, general expenses and inter-company expenses; a copy of its tax allocation agreement; agent's licensing records; and reinsurance contracts.</p> <p>The Company provided the examiner with documentation supporting the allocation of net investment income, general expenses and inter-company expenses and copies of the tax allocation agreement and reinsurance contracts.</p>
X	<p>The examiner recommends that the Company obtain copies of any missing reinsurance agreements.</p> <p>The Company provided copies of all reinsurance treaties in effect as of October 28, 2002.</p>
Y	<p>The Company violated Section 1507(a) of the New York Insurance Law by: commingling its assets with those of its parent; failing to maintain separate claim forms and separate correspondence forms; having benefit checks paid by affiliates; having its premiums paid to its parent; directing potential applicants to its parent's web site; and including its parent's advertisements in its advertising file.</p> <p>The Company has taken action to correct these violations by setting up a separate mutual fund account for the Company; maintaining separate claim forms and separate correspondence forms; using only Company checks; having premiums submitted to the Company; creating its own web-site; and omitting GWLA's advertisements from its advertising file.</p>

<u>Item</u>	<u>Description</u>
Z	<p>The examiner recommends that the Company manage itself so as to assure its separate operating identity.</p> <p>The examination revealed that the Company has taken action to manage itself so as to assure its separate operating identity.</p>

8. SUMMARY AND CONCLUSIONS

Following are the violations, recommendations and comments contained in this report:

<u>Item</u>	<u>Description</u>	<u>Page No(s).</u>
A	The examiner found deficiencies in the workpapers for the allocation of expenses. The Company is advised that the method ultimately adopted should be in accordance with Department Regulation No. 33 and should be implemented for the 2003 annual statement.	9
B	The examiner recommends that the Company comply with its method of allocating net investment income and exercise enhanced care in ensuring that net investment income is correctly allocated to all relevant lines of business.	10
C	The Company violated Section 3224-a(a) of the New York Insurance Law by failing to make payment on accident and health claims within 45 days of receipt of the claims.	11
D	The Company violated Section 3224-a(b) of the New York Insurance Law by failing to provide written notification to the policyholder, covered person or health care provider, within 30 days of the receipt of the claims, stating the reasons why it is not obligated to pay such claims.	11 – 12
E	The Company violated Section 3224-a(c) of the New York Insurance Law by failing to pay interest, as required, on accident and health claims paid after 45 days.	12 – 13
F	The examiner recommends that the Company pay the appropriate interest on any claim where the interest was not previously paid and any claim where interest was previously paid incorrectly.	13

APPOINTMENT NO. 21929

STATE OF NEW YORK
INSURANCE DEPARTMENT

I, GREGORY V. SERIO, Superintendent of Insurance of the State of New York, pursuant to the provisions of the Insurance Law, do hereby appoint:

BRIAN GLAAB

as a proper person to examine into the affairs of the

FIRST GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

and to make a report to me in writing of the condition of the said

COMPANY

with such other information as he shall deem requisite.

In Witness Whereof, I have hereunto subscribed by name
and affixed the official Seal of the Department
at the City of New York

this 27th day of August, 2002



GREGORY V. SERIO

Superintendent of Insurance


Superintendent