

FORM D

PRIOR NOTICE OF A TRANSACTION

Filed with the Office of the Commissioner of Insurance, State of Wisconsin

By

HANNOVER FINANCE, INC.

On behalf of the following insurer

Name: The Omaha Indemnity Company (to be renamed, Glencar Insurance Company)

Address: 200 South Orange Avenue
Suite 1900
Orlando, Florida 32801

Date: October 31, 2017

Name, title, address and telephone number of individual to whom notice and correspondence concerning this statement should be addressed:

Patrick P. Fee President Hannover Finance, Inc. 200 South Orange Avenue Suite 1900 Orlando, Florida 32801 (917) 346-6239	Thomas R. Hrdlick Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5306 (414) 297-5812
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ITEM 1. IDENTITY OF PARTIES TO TRANSACTION

1. (a) Name: The Omaha Indemnity Company (referred to herein as “**OIC**,” and in the agreements described herein as “**Glencar Insurance Company**” or “**GIC**” in accordance with Hannover Finance’s intention to change the name of The Omaha Indemnity Company to Glencar Insurance Company following Hannover Finance’s closing of the acquisition of OIC (the “**Transaction**”), as described in Hannover Finance’s Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer filed with this Office on October 20, 2017 (the “**Form A**”))

(b) Home office address: Following the closing of the Transaction, OIC’s home office address will be 200 South Orange Avenue, Suite 1900, Orlando, Florida 32801.

(c) Principal executive office address: Following the closing of the Transaction, OIC's principle executive office address will be 200 South Orange Avenue, Suite 1900, Orlando, Florida 32801.

(d) The organizational structure: OIC is a Wisconsin insurance corporation.

(e) A description of the nature of the parties' business operations: OIC is a Wisconsin property and casualty insurance company that is currently in run-off and has not written any new or renewal business since the mid-1980's. Hannover Finance is in the process of acquiring 100% of the issued and outstanding voting securities of OIC through the Transaction, as described in the Form A. Following the closing of that Transaction, it is anticipated that OIC will be renamed Glencar Insurance Company and will write specialty, admitted agency business in the United States.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates: Hannover Rueck SE ("**Hannover Re**"), through its wholly-owned subsidiary, Funis GMBH & Co. KG, wholly owns Glencar Underwriting Managers, Inc. ("**GUM**"), a general agency located in Itasca, Illinois. Hannover Re, through its wholly-owned subsidiary, Hannover Finance, Inc. ("**Hannover Finance**"), is in the process of acquiring OIC as described in Hannover Finance's Form A, and will therefore wholly own OIC, through Hannover Finance, pending approval of that Form A. Talanx AG is the direct owner of 50.22% of Hannover Re, and Talanx AG is also the direct 100% owner of Talanx Asset Management, GmbH ("**TAM**").

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction: Not applicable.

2. (a) Name: Glencar Underwriting Managers, Inc. ("**GUM**")

(b) Home office address: 500 Park Boulevard; Suite 825; Itasca, IL 60143

(c) Principal executive office address: 500 Park Boulevard; Suite 825; Itasca, IL 60143

(d) The organizational structure: GUM is an Illinois general insurance agency.

(e) A description of the nature of the parties' business operations: GUM is a general insurance agency that has been producing specialty agency business in the U.S. since 2011, including \$137 million in gross written premium in 2016, and approximately \$140 million expected in 2017.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates: See response under Item 1.1(f) above.

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction: Not applicable.

3. (a) Name: Hannover Finance, Inc. (“**Hannover Finance**”)

(b) Home office address: 200 South Orange Avenue; Suite 1900; Orlando, Florida 32801

(c) Principal executive office address: 200 South Orange Avenue; Suite 1900; Orlando, Florida 32801

(d) The organizational structure: Hannover Finance is a Delaware general business corporation.

(e) A description of the nature of the parties’ business operations: Hannover Finance is a holding company that has no current active business other than managing its investment portfolio.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates: See response under Item 1.1(f) above.

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction: Not applicable.

4. (a) Name: Hannover Rueck SE (“**Hannover Re**”)

(b) Home office address: Karl-Wiechert-Allee 50; 30625 Hannover; Germany.

(c) Principal executive office address: Karl-Wiechert-Allee 50; 30625 Hannover; Germany.

(d) The organizational structure: Hannover Re is a German reinsurance corporation.

(e) A description of the nature of the parties’ business operations: Hannover Re is the third-largest reinsurer in the world. It transacts all lines of property and casualty and life & health reinsurance, and is present on all continents, except Antarctica, with around 2,900 staff. Established in 1966, the Hannover Re group today has a network of more than 100 subsidiaries, branches and representative offices worldwide.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates: See response under Item 1.1(f) above.

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction: Not applicable.

4. (a) Name: Talanx Asset Management GmbH (“**TAM**”)

(b) Home office address: Charles-de-Gaulle-Platz 1; Koeln 50679, Germany.

(c) Principal executive office address: Charles-de-Gaulle-Platz 1; Koeln 50679, Germany.

(d) The organizational structure: Talanx Asset Management GmbH is a German financial services corporation.

(e) A description of the nature of the parties’ business operations: TAM provides services relating to asset investment and portfolio management for other companies in the Talanx Group (which will include OIC following the closing of the Transaction). TAM is responsible for the assets of the Talanx Group on the money, capital, and real estate markets.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates: See response under Item 1.1(f) above.

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction: Not applicable.

ITEM 2. DESCRIPTION OF THE TRANSACTIONS

(a) Notice of the Transactions (as defined below) is being given under Wis. Stat. § 617.21(2) and Wis. Adm. Code Ins. § 40.04(2)(c) and (d).

(b) Mutual of Omaha Insurance Company (“**Mutual of Omaha**”) is in the process of selling its shares in OIC to Hannover Finance, subject to the terms and conditions of that certain Stock Purchase Agreement by and between Mutual of Omaha and Hannover Finance dated September 15, 2017 (the “**SPA**”). The SPA is the subject of a separate Form A filing by Hannover Finance that is being filed of even date herewith.

In connection with the sale of OIC to Hannover Finance, OIC will change its name to Glencar Insurance Company (“**GIC**”) and enter into the following agreements (collectively, the “**Agreements**”):

1. Administrative Services Agreement by and among Glencar Underwriting Managers, Inc., (“**GUM**”) and Glencar Insurance Company (“**GIC**”) (the “**ASA**”):

- (a) Under the ASA, attached hereto as Exhibit A, GUM will provide administrative services to GIC including: actuarial, financial and accounting, information technology services, preparation of financial statements, and legal and regulatory services.
 - (b) In consideration for the services provided, GIC will pay to GUM one hundred and five percent (105%) of the actual, direct costs (fully loaded for the benefits and taxes attributable to any additional headcount) reasonably incurred by GUM in providing the services, and GIC will be responsible for and pay any applicable sales and/or use taxes in respect of any goods and services provided to GIC by GUM in connection with the services. The duration of the ASA will be from the, yet to be determined, Effective Date (as defined in the ASA) until the ASA is terminated.
- 2. Program Administrator's Agreement by and between Glencar Underwriting Managers, Inc. ("GUM"), and Glencar Insurance Company ("GIC") (the "PAA"):
 - (a) Under the PAA, attached hereto as Exhibit B, GUM will act as a soliciting agent of GIC with authority extending to all policies of insurance for the lines of business that GIC is authorized to write in a given state. GUM will, among other things, solicit these classes of risk, bind those risks (through its sub-producers), deliver and execute or countersign policies and other necessary documents, appoint and delegate underwriting authority to sub-producers per GUM's underwriting authority, and maintain accounting for GIC's business.
 - (b) The amount of commission due to GUM for business written pursuant to the PAA will be six percent (6%) plus the commissions due to each sub-producer as reflected in sub-producer agreements between GUM and each sub-producer. The duration of the PAA will be from the, yet to be determined, Effective Date (as defined in the PAA) until the PAA is terminated.
- 3. Tax Allocation and Settlement Policy by and among Hannover Finance, Inc. ("Hannover Finance") and Glencar Insurance Company ("GIC") (the "TASP"):
 - (a) Under the TASP, attached hereto as Exhibit C, Hannover Finance will file combined/consolidated tax returns (as necessary) for each tax year that Hannover Finance and GIC are eligible to do so, and act as GIC's agent in the event of any audit or administrative or judicial proceeding pertaining to the consolidated returns.
 - (b) Pursuant to the TASP, GIC must accurately compute the amount of taxes it would be required to pay for the attendant fiscal year if it had filed a separate return and pay that amount to Hannover Finance. Hannover Finance will pay all of the tax owing for the group. The duration of the TASP will be from the, yet to be determined, Effective Date (as defined in the TASP) until the TASP is terminated.

4. Outsourcing Contract for Services in the Field of Asset Investment and Portfolio Management between Talanx Asset Management GmbH (“TAM”) and Glencar Insurance Company (“GIC”) (the “Investment Agreement”):
- (a) Under the Investment Agreement, attached hereto as Exhibit D, TAM will provide asset investment and management services (not including real estate-related services) to GIC and to potential branches or subsidiaries of GIC, as applicable.
 - (b) The remuneration and reimbursement of expenses shall be based on current accounting principles and shall be paid on the basis of base points per annum. For services provided to branches/subsidiaries of GIC, GIC will pay TAM 11 base points per annum on the applicable asset, subject to a minimum of 25,000 Euros per annum. For services provided to GIC, GIC will pay TAM 11 base points per annum on the applicable asset of GIC or asset of any branch/subsidiary of GIC for which portfolio management services are provided by TAM or TAM’s sub-contractor. The duration of the Investment Agreement will be from January 1, 2018 (pending the approval of the Form A, and the closing of the Transaction) until the Investment Agreement is terminated.
5. Quota Share Reinsurance Agreement between Hannover Rueck SE (“Hannover Re”) and Glencar Insurance Company (“GIC”) (the “QSRA”):
- Under the QSRA, attached hereto as Exhibit E, GIC will cede to Hannover Re a 90% quota share participation on all policies issued by GIC during the term of the QSRA.
 - The agreement will be in effect from the, yet to be determined, effective time for the QSRA (described in Article 4 of the QSRA) until the QSRA is terminated.
 - An agreement or understanding **does not** exist between GIC and any non-affiliate to the effect that any portion of the assets constituting the consideration for the QSRA will be transferred to one or more of GIC’s non-affiliates.
 - The QSRA entitles Hannover Re to 90% of the net premiums actually received by GIC on policies reinsured under the QSRA less a ceding commission equal to the total of: (i) the override commission allowed GIC pursuant to Paragraph 2 of Article 8 of the QSRA, (ii) 100 % of the commission or any other fee or expense paid to GUM, and 100% of TPA fees paid to third-party administrators administering claims under policies reinsured under the QSRA, (iii) 100% of the commission paid to the sub-producers by GUM, (iv) 100% of the applicable assessments, boards, bureaus, taxes, licenses and fees on policies reinsured under the QSRA, and (v) 100% of United States Federal Excise Tax, if applicable.
 - The effect of the QSRA transaction upon GIC’s policyholder surplus will be accretive and supportive, insofar as the 100% cession to

Hannover Re of all expenses associated with such policies will actually build surplus for GIC during its transition/start-up period.

- (c) The Agreements are reasonable and fair to the interests of GIC, under Wis. Stat. § 617.21, because (i) there are no unreasonable, unfair and/or non-market provisions in the Agreements viewed from the perspective of GIC's financial and operational interests, (ii) the Agreements largely reflect, and are consistent with, other inter-company arrangements between Hannover Re affiliates operating in the U.S., and (iii) the Agreements support and facilitate the execution of the five-year business plan for GIC submitted with the Form A in connection with the sale of OIC to Hannover Finance pursuant to the SPA.
- (d) The proposed effective date of the Agreements will be the Effective Date (as that term is defined or described in each of the Agreements), which will occur on a yet to be determined date after the prospective approval of the Form A and change of OIC's name to Glencar Insurance Company.

ITEM 3. SALES, PURCHASES, EXCHANGES, LOANS, EXTENSIONS OF CREDIT, GUARANTEES OR INVESTMENTS

Not applicable.

ITEM 4. LOANS, EXTENSIONS OF CREDIT, OR GUARANTEES TO OR FOR A NONAFFILIATE

Not applicable.

ITEM 5. REINSURANCE

See Item 2(b)(5).

ITEM 6. MANAGEMENT AGREEMENTS, SERVICE AGREEMENTS AND COST-SHARING ARRANGEMENTS

1. Administrative Services Agreement by and among Glencar Underwriting Managers, Inc., and Glencar Insurance Company (the "ASA"): *See* Item 2(b)(1)
2. Program Administrator's Agreement by and between Glencar Underwriting Managers, Inc., and Glencar Insurance Company (the "PAA"): *See* Item 2(b)(2)
3. Tax Allocation and Settlement Policy by and among Hannover Finance, Inc. and Glencar Insurance Company (the "TASP"): *See* Item 2(b)(3)

4. Outsourcing Contract for Services in the Field of Asset Investment and Portfolio Management between Talanx Asset Management GmbH (“TAM”) and Glencar Insurance Company (“GIC”) (the “Investment Agreement”): See Item 2(b)(4)

ITEM 7. TRANSACTIONS NOT IN THE ORDINARY COURSE OF BUSINESS

Not applicable.

ITEM 8. OTHER TRANSACTIONS REPORTABLE UNDER AN ORDER

Not applicable.

ITEM 9. SIGNATURE AND CERTIFICATION

Signature and certification required as follows:

SIGNATURE

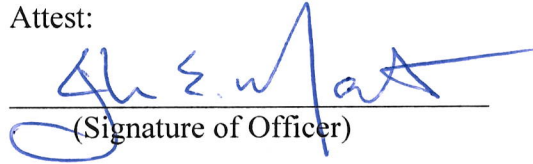
Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Hannover Finance, Inc., has caused this notice to be duly signed on its behalf in the city of Wauwatosa and state of Wisconsin on the day of 31st October, 2017.



Hannover Finance, Inc.

BY: Patrick P. Fee, President

Attest:



(Signature of Officer)

Glen Martin, Secretary/Treasurer

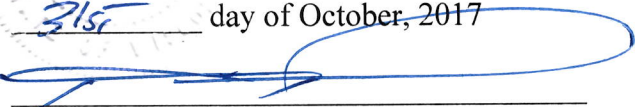
The undersigned deposes and says that he has duly executed the attached notice dated October 31st, 2017, for and on behalf of Hannover Finance, Inc.; and that he is the President and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.



(Signature)

Patrick P. Fee, President



Subscribed and sworn to this
31st day of October, 2017


(Signature)

Thomas R. Hrdlick
Notary Public
My commission is permanent