

FORM A

**STATEMENT REGARDING THE ACQUISITION OF CONTROL
OF OR MERGER WITH A DOMESTIC INSURER**

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

IDS PROPERTY CASUALTY INSURANCE COMPANY

AMERIPRISE INSURANCE COMPANY

by

AMERICAN FAMILY INSURANCE MUTUAL HOLDING COMPANY

Dated: April 12, 2019

Name, Title, Address and Telephone Number of Individual(s) to Whom Notices and
Correspondence Concerning this Statement Should Be Addressed:

David C. Holman
Chief Strategy Officer and Secretary
American Family Insurance Mutual Holding Company
6000 American Parkway
Madison, Wisconsin 53783
(608) 249-2111

With Copies to:

Anne E. Ross
Foley & Lardner LLP
150 E. Gilman Street
Madison, WI 53703
(608) 258-4218

Thomas R. Hrdlick
Foley & Lardner LLP
777 E. Wisconsin Ave.
Milwaukee, WI 53202
(414) 297-5812

ITEM 1. INSURERS AND METHOD OF ACQUISITION

The names and addresses of the domestic insurers to which this application (the “Form A”) relates are as follows:

IDS Property Casualty Insurance Company

3500 Packerland Drive
De Pere, WI 54115-9070

Ameriprise Insurance Company

3500 Packerland Drive
De Pere, WI 54115-9070

IDS Property Casualty Insurance Company (“IDS”) and Ameriprise Insurance Company (“AIC”) are both stock insurance companies domiciled in Wisconsin. AIC is a direct, wholly-owned, subsidiary of IDS. AIC and IDS are referred to collectively in this Form A as the “Domestic Insurers”. Ameriprise Financial, Inc., (“Seller”) owns 100% of the issued and outstanding capital stock of IDS, which owns 100% of the issued and outstanding capital stock of AIC.

The applicant, and acquiring party, in this transaction is American Family Insurance Mutual Holding Company (“AFIMHC”) acting through its indirect, wholly-owned subsidiary, AmFam, Inc. (“AmFam”) (collectively, the “Applicant” or “Applicants”). AFIMHC is a Wisconsin mutual insurance holding company and is the ultimate and direct controlling entity to multiple domestic and foreign insurers specified in Exhibit 2(c)(i). AmFam is a Wisconsin stock corporation.

Subject to the receipt of all required regulatory approvals, including the approval of the transaction contemplated in the Purchase Agreement by the Wisconsin Office of the Commissioner of Insurance (the “Commissioner”), AFIMHC intends to acquire control of the Domestic Insurers by indirectly acquiring 100% of the issued and outstanding capital stock of IDS (the “Proposed Acquisition”) pursuant to the terms of that certain Stock Purchase Agreement dated April 1, 2019, by and between Seller and AmFam (the “Purchase Agreement”). A true and correct copy of the Purchase Agreement (with exhibits) is attached hereto as Exhibit 1(a), is submitted under confidential seal, and is hereby incorporated into this Form A by this reference. A true and correct copy of the Disclosure Schedules to the Purchase Agreement is attached hereto as Exhibit 1(b) and is submitted under confidential seal.

As a result of the Proposed Acquisition, the Applicants will acquire the power to exercise, directly or indirectly, all voting rights in the governance of the Domestic Insurers, as well as IDS’ agency subsidiary Ameriprise Auto & Home Insurance Agency, Inc. The specific terms and conditions governing the Proposed Acquisition are set forth in the Purchase Agreement, but subject to those specific terms and conditions, the material terms of the Purchase Agreement are summarized as follows (terms not defined in the summary below shall have the meanings ascribed to them in the Purchase Agreement):

- i. At the time the Agreement was signed, there were 2,000,000 shares of capital stock of IDS issued and outstanding, all of which was voting, common stock with a par value of \$2.50 per share (the “Shares”).
- ii. At the closing of the Proposed Acquisition (the “Closing Date”), the Applicants will acquire all of the Shares, representing all of the issued and outstanding capital stock of IDS at the time of closing, and will thereby acquire control of IDS and its wholly-owned subsidiaries: AIC and Ameriprise Auto & Home Insurance Agency, Inc.
- iii. As consideration for the Proposed Acquisition, and subject to the terms and conditions of the Purchase Agreement, AmFam will pay to Seller an aggregate cash purchase price in an amount equal to (i) One Billion Fifty Million and 00/100 Dollars (\$1,050,000,000.00) (ii) plus (if positive) or less (if negative) the absolute value of the sum of (A) the Adjusted Statutory Net Worth as of the Net Worth Statement Time, less (B) Seven Hundred and Sixty-Nine Million Nine Hundred and Eighty-Nine Thousand One Hundred and Sixty-One and 00/100 Dollars (\$769,989,161) (the “Purchase Price”).
- iv. The procedure for determining and paying the Purchase Price is as follows: No later than four (4) Business Days prior to the anticipated Closing Date, Seller shall deliver to AmFam a statement (the “Estimated Net Worth Statement”) setting forth Seller’s (i) calculation of the estimated amount of the Adjusted Statutory Net Worth as of the Net Worth Statement Time, and (ii) calculation of the estimated Purchase Price as of the Net Worth Statement Time (the “Closing Purchase Price”). At the Closing, AmFam will deliver the Closing Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Seller in writing. No later than ninety (90) days after the Closing Date, AmFam shall prepare and deliver to Seller a statement (the “Closing Net Worth Statement”) setting forth (i) a calculation of the amount of the Adjusted Statutory Net Worth as of the Net Worth Statement Time, and (ii) a calculation of the Purchase Price as of the Net Worth Statement Time. Once the Final Purchase Price is determined, either through the agreement of the parties or through a dispute resolution procedure set forth in Section 2.3(b) of the Purchase Agreement, the difference between the Final Purchase Price and the Closing Purchase Price (if any) shall be paid or refunded (as the case may be).
- v. The Purchase Agreement contains representations and warranties by the parties, and imposes certain pre-closing covenants and post-closing indemnification obligations on the parties, in each case that are either customary for acquisitions of this nature or otherwise suitable for the Proposed Acquisition.
- vi. The closing of the Proposed Acquisition is subject to closing conditions that are either customary for acquisitions of this nature or otherwise suitable for this particular Proposed Acquisition, including, without limitation, conditions relating to the receipt of regulatory approvals, accuracy at the Closing Date of certain representations and warranties made in the Purchase Agreement, compliance with pre-closing covenants, the absence of any Company Material Adverse Effect, and the delivery of certain closing documentation.

- vii. The parties would prefer to be in a position to close the Proposed Acquisition on October 1, 2019. The Purchase Agreement provides that the Closing will not occur until the earlier of (i) the HR Conversion or (ii) October 1, 2019. Thereafter, the Proposed Acquisition will be closed either (i) on the first Business Day of the month immediately following the date on which the last of the closing conditions (other than those conditions that by their terms are to be satisfied at the closing, but subject to the satisfaction or waiver of those conditions at such time) are satisfied or waived by the party entitled to waive the same, including the approval of the Proposed Acquisition by the Commissioner; provided, however, that if the date the last of the closing conditions is satisfied or waived is less than three (3) Business Days prior to the first Business Day of the month, then the Closing shall take place on the first Business Day of the second following month, or (ii) in, at or on such other manner, location, and/or date as Seller and Purchaser may mutually agree in writing.
- viii. Pursuant to Section 5.10 of the Purchase Agreement, almost all of the intercompany agreements between the Domestic Insurers and the Seller or subsidiaries of the Seller (other than those between IDS and its subsidiaries AIC and Ameriprise Auto & Home Insurance Agency, Inc., which are also being acquired as part of the Proposed Acquisition), will be automatically terminated pursuant to their terms at Closing. Because those agreements are being terminated pursuant to their terms, no pre- or post-termination notice filing is required under Wisconsin Administrative Code § 40.04(2). However, the following agreements do not expressly allow for automatic termination or termination by mutual written consent and thus are being terminated outside of the express terms of the agreements as filed:
- That certain Investment Management and Services Agreement between Ameriprise Financial, Inc., on behalf of itself and its affiliates, and RiverSource Investments, LLC (n/k/a Columbia Investment Advisors, LLC (“CMIA”)), dated October 1, 2005, as amended from time to time, including as amended by that certain Eleventh Amendment, dated July 21, 2017, incorporating IDS Property Casualty Insurance Company as an Account under the agreement, and as amended by that certain Fifteenth Amendment, dated June 26, 2018, incorporating the Ameriprise Insurance Company as an Account under the agreement;
 - That certain Investment Management and Services Agreement between Ameriprise Insurance Company and CMIA, dated January 1, 2006; and
 - That certain Service and Cost Allocation Agreement between IDS, Ameriprise Financial, Inc., Ameriprise Financial Services, Inc., and Ameriprise Advisor Services, Inc., dated April 21, 2006, as amended on April 30, 2009.

We therefore ask the Commissioner to include in his Form A approval recognition that the notice of those terminations provided by means of this Form A is sufficient to fulfill the notice requirement contained in Wisconsin Administrative Code § 40.04(2) as to those terminations.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) *The Applicants*

The name and address of the Applicants are as follows:

American Family Insurance Mutual Holding Company
6000 American Parkway
Madison, Wisconsin 53783

AmFam, Inc.
6000 American Parkway
Madison, Wisconsin 53783

(b) *The Applicants' Business Operations*

AFIMHC is a Wisconsin mutual insurance holding company incorporated under Chapter 644 of the Wisconsin Statutes on January 1, 2017, in connection with the simultaneous conversion of American Family Mutual Insurance Company, S.I. ("AFMICSI") from a Wisconsin domestic mutual insurance company to a Wisconsin stock insurance company that is an indirect, wholly-owned subsidiary of AFIMHC. AFIMHC's principal business is to operate as the ultimate parent and mutual holding company for purposes of owning, directly or indirectly, the issued and outstanding shares of capital stock of, or otherwise controlling, its direct and indirect downstream subsidiaries and/or affiliates ("AFIMHC Affiliated Companies"). AFIMHC is ultimately controlled by its various members, consisting of all of the policyholders of AFMICS, American Standard Insurance Company of Ohio, American Family Insurance Company, NGM Insurance Company, and certain policyholders of MSA Insurance Company. AmFam is a Wisconsin stock corporation and a direct wholly-owned subsidiary of AFMICS, and its only business is serving as an intermediate stock holding corporation for several of AFIMHC's downstream insurance and non-insurance subsidiaries.

The principal business of the AFIMHC Affiliated Companies is, and after the Proposed Acquisition shall continue to be, the underwriting and issuance of insurance coverage. AFMICS, a wholly-owned subsidiary of AmFam Holdings, Inc., which in turn is a wholly-owned subsidiary of AFIMHC, has been underwriting insurance since 1927 and, together with the other AFIMHC Affiliated Companies, is the thirteenth-largest property and casualty insurance group in the U.S. The AFIMHC Affiliated Companies offer personal lines auto, home, life and annuity policies, as well as commercial lines business, farm and ranch insurance, in all 50 states and the District of Columbia. AFIMHC and/or its affiliates employ more than 11,300 full-time equivalent employees and, as of December 31, 2018, have approximately \$27.5 billion in aggregate assets under management and approximately \$9.0 billion in group equity (determined on a GAAP basis).

Following the Proposed Acquisition, AFIMHC and the AFIMHC Affiliated Companies intend to maintain their current business operations, and the current business operations of the Domestic Insurers, for the foreseeable future. AFIMHC has no other current plans or proposals for the conduct of business or employment of the assets and surplus of the Domestic Insurers.

- (c) The chart attached hereto as Exhibit 2(c)(i) lists the identities of and the interrelationships among the Applicants and their affiliates. There are no court proceedings looking towards a reorganization or liquidation of any such person. The chart attached hereto as Exhibit 2(c)(ii) lists the identities of and interrelationships among the Applicants and their affiliates immediately after the Proposed Acquisition. Any “straight line” indication of ownership in these charts reflects ownership or control of 100% of the voting securities of the legal entity at issue; any “dashed line” indication of ownership in these charts reflects control by means of a mutual affiliation or other arrangement not involving the ownership of voting securities.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT

- (a) The following are the names and titles of the directors and executive officers of the Applicants at the Effective Date of the Proposed Acquisition:

AFIMHC Officers

Name	Title
Jack C. Salzwedel	CEO and Chairman of the Board of Directors
Daniel J. Kelly	Chief Financial Officer, Treasurer
David C. Holman	Chief Strategy Officer and Secretary
William B. Westrate	President
Jessica J. Stauffacher	Chief Operating Officer – American Family Agency
Peter B. Settel	Enterprise Chief Technology Officer
Gerry W. Benusa	Chief Sales Officer, Vice President
Peter C. Gunder	Chief Business Development Officer, Vice President
David A. Graham	Chief Investment Officer, Vice President
Telisa L. Yancy	Chief Marketing Officer
William Todd Fancher	Chief People Officer
Brenda L. Koenig	President, Commercial Farm/Ranch
Mary Anne Theilen	President, Personal Lines
Richard M. Steffen	President, Life
Ann F. Wenzel	Assistant Secretary
Troy P. Van Beek	Assistant Treasurer
May D. Vang	Assistant Treasurer

AFIMHC Directors

Name	Title, Employment History and Business Address
Jack C. Salzwedel	Chairman of the Board of Directors American Family Insurance Mutual Holding Company 6000 American Parkway Madison, Wisconsin 53783-0001 (608) 249-2111, Ext. 30204
Christine M. Cumming	First Vice President & COO – Retired Federal Reserve Bank of New York 161 Henry Street, Apartment 9B Brooklyn, NY 11201 (917) 951-5019
Londa J. Dewey	President QTI Management Services, Inc., d/b/a The QTI Group 702 E. Washington Avenue Madison, Wisconsin 53703 (608) 257-1057
Fabian J. Fondriest	President & Chief Executive Officer Homesite Group Incorporated One Federal St., Suite 400 Boston, MA 02110-2003 (617) 832-1300
Leslie A. Howard	Senior Advisor to the CEO United Way Worldwide 4110 Euclid Ave. Madison, Wisconsin 53711 (608) 233-3109
Idalene F. Kesner	Dean and Professor of Strategic Management Indiana University, School of Business 1275 E. Tenth Street Bloomington, Indiana 47405-1703 (812) 855-8796
Rakesh Khurana	Dean Harvard College University Hall, First Floor Center Boston, Massachusetts 02138 (617) 495-4601
Michael M. Knetter	President & CEO University of Wisconsin Foundation 1848 University Avenue Madison, Wisconsin 53726 (608) 263-4545

Eliot G. Protsch	President Wapsie Investment and Advisory, LLC 15547 Monterosso Lane, #201 Naples, Florida 34110 (319) 551-9380
Paul S. Shain	President and CEO Singlewire Software, LLC 2601 W. Beltline Highway, Suite 510 Madison, Wisconsin 53713 (608) 661-1141
Thomas M. Tefft	President, Neuromodulation – Retired Medtronic, Inc. 7 High Point Rd. Dellwood, MN 55110 (651) 260-3149
William B. Westrate	President American Family Insurance Mutual Holding Company 6000 American Parkway Madison, WI 53783-0001 (608) 240-2111
Thomas J. Zimbrick	CEO and Board Member Zimbrick, Inc. 1601 W. Beltline Highway Madison, Wisconsin 53713 (608) 230-0900
Thomas M. Van Berkel	Chairman, President and CEO of MSA Holdings and all affiliates of MSA Holdings 4601 Touchton Road East Jacksonville, FL 32246

The officers and directors of AmFam are a subset of the foregoing officers and directors of AFIMHC. Specifically, the officers of AmFam are William B. Westrate (President), Daniel J. Kelly (CFO and Treasurer), David C. Holman (CSO and Secretary), Troy Van Beek (Assistant Treasurer), May D. Vang (Assistant Treasurer) and Ann F. Wenzel (Assistant Secretary). The directors of AmFam are Jack C. Salzwedel (Chair), David C. Holman, Daniel J. Kelly and William B. Westrate.

During the past five (5) years, all of the above named individuals were employed by the organization with which they are currently affiliated, except for Ms. Howard, who was employed as President & CEO of the United Way of Dane County until 2015. Except if and as stated in their respective biographical affidavits on file with the Commissioner, no such position required licensing by or registration with any federal, state, or municipal government agency. Except if and as stated in their respective biographical affidavits on file with the Commissioner, no director or executive officer of the Applicants has been convicted in a criminal proceeding (excluding traffic violations not involving death or injury) during the past ten (10) years.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

- (a) The Applicants will purchase IDS for the Purchase Price referenced in Item 1 above. AmFam will exchange the Purchase Price detailed above for all of the issued and outstanding shares of IDS.

AFMICSI, the direct Parent of AmFam and an indirect wholly-owned subsidiary of AFIMHC, will finance the Purchase Price through a mix of cash on hand (currently anticipated to be approximately fifty million dollars (\$50,000,000)), liquidation and/or maturity of short-term investments (currently anticipated to be approximately five hundred million dollars (\$500,000,000)), and a fixed rate loan (the “Advance”) from the Federal Home Loan Bank – Chicago (“FHLB”) (the “Financing”) (currently anticipated to be approximately five hundred million dollars (\$500,000,000)). AFMICSI has been a member of FHLB since 2009. Any Financing will be fully collateralized by AFMICSI by certain of AFMICSI’s existing assets, as described below, which will not include the stock or assets of the Domestic Insurers.

As an insurance organization with approximately \$9.0 billion in group equity (determined on a GAAP basis), AFIMHC has the ability and flexibility to pay the Purchase Price from its existing funds, but is utilizing the Financing to more efficiently deploy its existing capital. The Domestic Insurers will not act as a borrower or guarantor on the Financing, nor will any of their assets be pledged as security or collateral for the Financing. The Financing will be repaid from the general cash flows of AFMICSI (which has more than \$6.3 billion in policyholder surplus determined on a STAT basis).

Pursuant to the various agreements governing the Financing, the interest rate on the Advance and the maturity of the loan will be based upon market conditions, eligible securities and management discretion on the date the Advance is drawn. For illustrative purposes, the rate for a 30-year, fixed rate advance on March 28, 2019 was 3.61%.

Precise and complete terms and conditions governing the Financing are provided for in agreements between FHLB and AFMICSI. These agreements govern all transactions between FHLB and AFMICSI. Key agreements and terms and conditions in those agreements related to advances include, without limitation:

- **Borrowing Capacity Memo**
This Memo issued by FHLB sets forth FHLB’s commitment to provide AFMICSI with immediate access to FHLB’s credit products, on a secured basis, in an amount up to twenty times its capital stock and no greater than the lesser of 25% of AFMICSI’s admitted assets or 100% of AFMICSI’s capital and surplus. AFMICSI has admitted assets of \$17 billion (as of 12/31/2018) and policyholder surplus of \$6.3 billion (as of 12/31/2018). Further, AFMICSI has a thirty (30) year \$500 million advance drawn upon the FHLB credit commitment, due 11/20/2043. AFMICSI has the corporate authority to draw down up to another five hundred million (\$500,000,000) from this facility for this transaction (subject

to the terms and conditions of the additional agreements described below). A copy of this Memo is attached as Exhibit 4(a)(i) to this Form A.

- **Master Transactions Agreement**
This agreement describes the terms, fees and procedures relating to the deposit account AFMICS I is required to maintain at FHLB as well as wire transfer procedures and obligations relating to wire transfers. Proceeds from advances are initially deposited into this account. A copy of this Master Transactions Agreement is attached as Exhibit 4(a)(ii) to this Form A.
- **Advances, Collateral Pledge, and Security Agreement**
Some of the key provisions of this agreement define collateral requirements and covenants for FHLB advances. FHLB advances are required to be 100% collateralized. Eligible collateral includes, but is not limited to, U.S. Treasuries, U.S. Agency Debt, municipal debt and high quality mortgage loans. AFMICS I has the right to exchange collateral that is initially pledged at the time an advance is drawn with other eligible collateral subject to FHLB rules. AFMICS I intends to pledge U.S. Treasuries, U.S. Agency Debt, municipal debt and high quality mortgage loans it currently holds in its investment portfolio as collateral at the time the Advance is drawn. This agreement also defines a variety of covenants and financial and operational reporting requirements. Again, the Domestic Insurers will not act as borrowers or guarantors on the Financing, nor will any of their assets be pledged as security or collateral for the Financing. A copy of this Advances, Collateral Pledge and Security Agreement is attached as Exhibit 4(a)(iii) to this Form A.
- **Members Products Guide**
Some of the key provisions of this guide include; pricing, interest billing and collection, prepayment terms, wire transfer security and other product (e.g. advances) terms. Pages 6 and 55-56 of this guide define prepayment policies and calculations relating to a “symmetrical prepayment” feature AFMICS I may apply to the Advance. A copy of this Member Products Guide is attached as Exhibit 4(a)(iv) to this Form A.
- **Safekeeping Agreement**
The Safekeeping Agreement defines the terms and conditions of custodial services FHLB provides to its members. AFMICS I intends to use FHLB as Custodian for collateral pledged for the Advance. AFMICS I is also allowed to use third party custodians provided it enters into a Tri-Party Custodial Control Agreement between AFMICS I, FHLB and the third party custodian. A copy of this Safekeeping Agreement is attached as Exhibit 4(a)(v) to this Form A.
- **Other Agreements**
AFMICS I has entered into additional agreements with FHLB that may be indirectly related, or not related, to the planned long-term Advance. These agreements have not been included with this filing but are available upon request.

- Irrevocable Letter of Credit Reimbursement agreement. Defines terms that apply to Letter of Credit transactions with FHLB.
- EBanking Services Agreement. Primarily describes operational and security procedures over the use of FHLB's EBanking System as well as indemnifications and limitations of liability regarding AFMICSI's use of the system.
- Member Products and Credit Policy. Defines availability of credit to FHLB's members, underwriting standards, collateral eligibility and valuation and fees relating to FHLB's products.

(b) The Purchase Price is a result of arms' length negotiations between the parties and both the Applicants and Seller were separately represented by independent financial and legal advisors.

ITEM 5. APPLICANTS' FUTURE PLANS FOR THE INSURER

The Applicants have no present plans or proposals to cause any of the Domestic Insurers to declare an extraordinary dividend, liquidate, sell their assets, or merge with any person or persons, or otherwise make any material changes to the business operations or corporate structure or management of the Domestic Insurers as a result of, or in connection with, the Proposed Acquisition, including no current plans to reduce the Wisconsin workforce, relocate the Wisconsin operations, eliminate or non-renew products or territories, or eliminate any distribution channels of the Domestic Insurers.

The Applicant does intend, however, that the current directors of the Domestic Insurers will be replaced as a result of the Proposed Acquisition by the following directors (the persons and positions listed below will be the same for both IDS and AIC):

- **Directors**
 - Jack C. Salzwedel
 - William B. Westrate
 - David C. Holman
 - Daniel J. Kelly
 - Fabian J. Fondriest

The Applicant also intends that the current officers of the Domestic Insurers (other than Thomas V. Ealy – President and Chief Executive Officer) will be replaced as a result of the Proposed Acquisition by the following officers (the persons and positions listed below will be the same for both IDS and AIC):

- **Officers**
 - Thomas V. Ealy (President & Chief Executive Officer)
 - David C. Holman (Secretary)
 - Daniel J. Kelly (Treasurer)
 - May D. Vang (Assistant Treasurer)
 - Troy P. Van Beek (Assistant Treasurer)

- Ann F. Wenzel (Assistant Secretary)

Other than Mr. Ealy, all of the foregoing individuals are currently officers and/or directors of AFIMHC.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

As stated in the response to Item 1, above, as a result of the Proposed Acquisition, AmFam will acquire 2,000,000 shares of issued and outstanding capital stock of IDS, all of which was voting, common stock with a par value of \$2.50 per share. As a result of acquiring the shares of IDS, the Applicants will also acquire indirect possession of all of the issued and outstanding shares of AIC's capital stock. A copy of the Purchase Agreement governing the acquisition of the Shares is attached hereto as Exhibit 1(a)(i), and the material terms of that Purchase Agreement are summarized in the responses to Items 1 and 4 above, which summary is incorporated here by this reference. The nature and amount of the purchase price for the shares was determined by arm's length negotiations between the respective parties and their financial and/or legal advisors. In determining the amount of cash to be paid for the shares, the Applicants considered the business that IDS and its subsidiaries are authorized to transact, their past and current business operations, historical and potential earnings, financial condition and prospects, assets and liabilities, and such other factors and information as the Applicants considered relevant under the circumstances.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Other than as set forth in the Purchase Agreement, neither the Applicants nor any of their affiliates nor any of the persons listed in Item 3 above has a beneficial ownership of, or the right to acquire beneficial ownership of, the voting securities of the Domestic Insurers.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER

Other than as described herein and in the associated exhibits filed herewith, there are no contracts, arrangements or understandings in which the Applicants or any person listed in Item 3 above is involved with respect to any voting security, security convertible into or evidencing a right to acquire a voting security of the Domestic Insurers, including, but not limited to, any transfer of any securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits or the giving or withholding of proxies.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

There have been no purchases of any voting securities of the Domestic Insurers by the Applicants, their affiliates, or any person listed in Item 3 during the twelve (12) calendar months preceding the filing of this Form A.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Except for the Purchase Agreement, none of the Applicants, any of their affiliates, anyone acting on their behalf, any person listed in Item 3, or anyone based upon interviews or at the suggestion of the Applicants, any of their affiliates, or any person listed in Item 3, has made any recommendations to purchase any voting security of the Domestic Insurers in the twelve (12) calendar months preceding the filing of this Form A.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

There are no agreements, contracts or understandings made by the Applicants, their affiliates, or any person listed in Item 3 with any broker-dealer as to the solicitation of voting securities of the Domestic Insurers for tender.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

- (a) – (b) Audited Consolidated Financial Statements for AFIMHC and its affiliated property and casualty insurers for the preceding five (5) fiscal years, and the corresponding certification of such financial statements by an independent public accountant, are attached to this Form A as Exhibit 12, as noted below. Additionally, a three-year consolidated financial projection of the Domestic Insurers is attached to this Form A as Exhibit 12(a) (submitted under seal of confidentiality).

Entity	Exhibit
AFIMHC's 2018 and 2017 Fiscal Years Audited Consolidated Property and Casualty Statements and Certificates	12-1
AFIMHC's 2017 and 2016 Fiscal Years Audited Consolidated Property and Casualty Statements and Certificates	12-2
American Family Mutual Insurance Company's 2016 and 2015 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates	12-3
American Family Mutual Insurance Company's 2015 and 2014 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates	12-4
American Family Mutual Insurance Company's 2014 and 2013 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates	12-5

- (c) Note that there have been no tender offers for, requests or invitations for, tenders of, exchange orders for and agreements to acquire or exchange any voting securities of any the Domestic Insurers.

There are no existing or proposed employment, consultation, advisory or management contracts concerning the Domestic Insurers.

The 2017 and 2018 Annual Reports of the Applicant to its members are attached hereto as Exhibit 12(c) and are incorporated herein by reference. The Domestic Insurers do not prepare annual reports for their shareholders.

ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT

AFIMHC agrees to provide, to the best of its knowledge and belief, the information required by Form F within fifteen (15) days after the end of the month in which the Proposed Acquisition occurs.

[SIGNATURES ON THE FOLLOWING PAGE]


ITEM 14. SIGNATURE AND CERTIFICATION

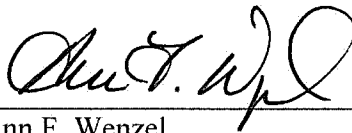
SIGNATURE

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, American Family Insurance Mutual Holding Company has caused this application to be duly signed on its behalf in the city of Madison and state of Wisconsin on the 19th day of April, 2019.



AMERICAN FAMILY INSURANCE MUTUAL HOLDING COMPANY

By: 
David C. Holman
Chief Strategy Officer and Secretary

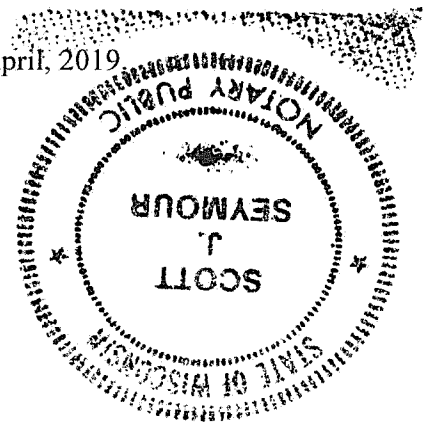
Attest: 
Ann F. Wenzel
Assistant Secretary

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated April 19th 2019, for and on behalf of American Family Insurance Mutual Holding Company; that he is the Chief Strategy Officer and Secretary of American Family Insurance Mutual Holding Company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.


David C. Holman

Subscribed and sworn to this 19th day of April, 2019
Notary Public 
My commission expires on is permanent.



LIST OF EXHIBITS

Exhibit 1(a)(i)	Purchase Agreement (with exhibited agreements and schedules thereto) (submitted separately under seal of confidentiality)
Exhibit 1(b)	Disclosure Schedules to the Purchase Agreement (submitted separately under seal of confidentiality)
Exhibit 2(c)(i)	Present Organization Chart of AFIMHC and its Affiliates
Exhibit 2(c)(ii)	Post-Acquisition Organization Chart of AFIMHC and its Affiliates
Exhibit 4(a)(i)	Borrowing Capacity Memo
Exhibit 4(a)(ii)	Master Transactions Agreement
Exhibit 4(a)(iii)	Advances, Collateral Pledge, and Security Agreement
Exhibit 4(a)(iv)	Members Products Guide
Exhibit 4(a)(v)	Safekeeping Agreement
Exhibit 12(a)	Three-year Financial Projections (submitted separately under seal of confidentiality)
Exhibit 12-1	AFIMHC's 2018 and 2017 Fiscal Years Audited Consolidated Property and Casualty Statements and Certificates
Exhibit 12-2	AFIMHC's 2017 and 2016 Fiscal Years Audited Consolidated Property and Casualty Statements and Certificates
Exhibit 12-3	American Family Mutual Insurance Company's 2016 and 2015 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates
Exhibit 12-4	American Family Mutual Insurance Company's 2015 and 2014 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates
Exhibit 12-5	American Family Mutual Insurance Company's 2014 and 2013 Fiscal Years Audited Consolidated Property and Casualty Financial Statements and Certificates
Exhibit 12(c)	2018 AFIMHC Annual Report to Members and 2017 AFMICS Annual Report to Members