

**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of: Metropolitan Life Insurance Co.

1. Metropolitan Life Insurance Company ("Respondent" or "MetLife") makes this Assurance of Voluntary Compliance ("AVC") to William M. Rubenstein, Commissioner of Consumer Protection of the State of Connecticut ("Commissioner").
2. Within five (5) days of the date this AVC is signed by the Commissioner, Respondent shall pay the State of Connecticut (the "State") a civil penalty of \$10,000.00, which sum was calculated to approximate the cost of reimbursement of the State's investigative and enforcement costs. This civil penalty shall be made payable to "Treasurer, State of Connecticut," and is being paid pursuant to General Statutes § 42-470 and is to be deposited into the Privacy Protection Guaranty and Enforcement Account established pursuant to General Statutes § 42-472a.
3. Each Connecticut resident whose Social Security Number is known or believed to have been included on a spreadsheet made available via an internet website, as disclosed to affected individuals by MetLife in November 2009 (the "Data Breach"), was offered two years of credit monitoring and identity theft insurance by MetLife (each such resident is referred to herein as a "Connecticut Consumer").
4. In addition to the credit monitoring already offered by MetLife, each Connecticut Consumer who paid or pays for it, shall be reimbursed by MetLife for the cost of placing and lifting one (1) security freeze per credit file per person, pursuant to General Statutes § 36a-701a. Reimbursement shall be provided to the Connecticut Consumer upon the Connecticut Consumer following the process provided for in paragraphs 5, 6 and 7 below. MetLife shall notify each Connecticut Consumer of the availability of this reimbursement within 60 days of the date this AVC is accepted by the Commissioner.
5. A Connecticut Consumer may obtain reimbursement pursuant to paragraph 4 above by providing to the State a copy of the notification letter the Connecticut Consumer received from MetLife in connection with the Data Breach, or an explanation of why such letter is unavailable, as well as documentation of payment of the cost of placing a security freeze or freezes on the Connecticut Consumer's credit file(s).
6. Upon proof satisfactory to the State that a Connecticut Consumer paid the cost of placing a security freeze on his or her credit report, and confirmation from MetLife that the Connecticut Consumer is among those whose Social Security Number was compromised in the Data Breach, the State shall forward to Respondent the name, address and amount paid by the Connecticut Consumer to place a security freeze on any one or all three of his or her credit file(s).

7. Within ten (10) business days of its receipt of the information from the State provided pursuant to paragraph 5 above, MetLife shall mail a check to the Connecticut Consumer for both the amount reported pursuant to paragraph 5 above and the amount necessary for the Connecticut Consumer to lift the security freeze. For purposes of this paragraph, the cost to lift the security freeze(s) shall be determined by reference to General Statutes § 36a-701a(i), and any amendments thereto.

8. Respondent shall implement or enhance policies and procedures prohibiting employees from making publicly available on the internet the Social Security Number of any person.

9. MetLife will include in all employee training materials specific reference to General Statutes § 42-470 and/or its prohibition of publicly displaying, including on the internet, the Social Security Number of any person.

10. Respondent will provide a compliance report within 180 days after this AVC is accepted by the Commissioner. Such report shall, at a minimum, describe the status and amount of any payments made or due pursuant to Paragraph 4, and describe the steps Respondent has taken to comply with paragraphs 8 and 9 of this AVC.

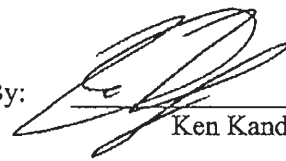
11. Respondent will comply with its obligations under state and federal law, including but not limited to of the Connecticut Unfair Trade Practices Act, General Statutes §§ 42-110a, *et seq.* ("CUTPA"), to protect the personal information (as defined by Connecticut law) in its custody and/or control and will remain committed to, and employ what respondent determines in good faith to be "best practices" in data protection and breach prevention.

12. The failure by Respondent to comply with any of the material terms of this AVC may constitute evidence of a violation of CUTPA.

Metropolitan Life Insurance Company

1/23/12
Date

By:



Ken Kandigian

Accepted and approved this 23rd day of JANUARY, 2012.

By:



William M. Rubenstein
Commissioner of Consumer Protection