



澳門金融管理局  
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***INDICATORS OF SUSPICIOUS TRANSACTIONS***  
***OF***  
***MONEY LAUNDERING IN INSURANCE***  
***AND***  
***SPECIFIC CASES AND EXAMPLES***  
***OF MONEY LAUNDERING***  
***INVOLVING INSURANCE***

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## ***INDEX***

	<b><u>Page</u></b>
<b><i>I. Indicators of suspicious transactions of money laundering in insurance</i></b>	<b><i>3 - 5</i></b>
<b><i>II. Specific cases and examples of money laundering involving insurance</i></b>	<b><i>6</i></b>
- <i>Life insurance (Cases 1 – 8)</i>	<b><i>6 - 8</i></b>
- <i>Non-life insurance (Cases 9 and 10)</i>	<b><i>9</i></b>
- <i>Intermediaries (Cases 11 – 14)</i>	<b><i>10 - 11</i></b>
- <i>Reinsurance (Cases 15 and 16)</i>	<b><i>12</i></b>
- <i>Claims (Cases 17 – 21)</i>	<b><i>13</i></b>
- <i>Non-life insurance / Fraudulent claims (Cases 22 and 23)</i>	<b><i>14</i></b>
- <i>Return premiums (Examples)</i>	<b><i>15</i></b>
- <i>Over payment of premiums (Examples)</i>	<b><i>15</i></b>
- <i>High brokerage / Third party payments / Strange premium routes (Example)</i>	<b><i>16</i></b>
- <i>Assignment of claims (Example)</i>	<b><i>16</i></b>

## ***I. INDICATORS OF SUSPICIOUS TRANSACTIONS OF MONEY LAUNDERING IN INSURANCE***

- 1. A request by a customer to enter into an insurance contract(s) where the source of the fund is unclear or not consistent with the customer's apparent standing.*
- 2. A sudden request for a significant purchase of a lump sum contract with an existing client whose current contracts are small and of regular payments only.*
- 3. A proposal which has no discernible purpose and a reluctance to divulge a "need" for making the investment.*
- 4. A proposal to purchase and settle by cash.*
- 5. A proposal to purchase by utilizing a cheque drawn from an account other than the personal account of the proposer.*
- 6. The prospective client who does not wish to know about investment performance but does enquire on the early cancellation/surrender of the particular contract.*
- 7. A customer establishes a large insurance policy and within a short time period cancels the policy, requests the return of the cash value payable to a third party.*
- 8. Early termination of a product, especially in a loss.*
- 9. A customer applies for an insurance policy relating to business outside the customer's normal pattern of business.*
- 10. A customer requests for a purchase of insurance policy in an amount considered to be beyond his apparent need.*
- 11. A customer attempts to use cash to complete a proposed transaction when this type of business transaction would normally be handled by cheques or other payment instruments.*
- 12. A customer refuses, or is unwilling, to provide explanation of financial activity, or provides explanation assessed to be untrue.*

13. *A customer is reluctant to provide normal information when applying for an insurance policy, provides minimal or fictitious information or provides information that is difficult or expensive for the institution to verify.*
14. *Delay in the provision of information to enable verification to be completed.*
15. *Opening accounts with the customer's address outside the local service area.*
16. *Opening accounts with names similar to other established business entities.*
17. *Attempting to open or opening accounts under a false name.*
18. *Any transaction involving an undisclosed party.*
19. *A transfer of the benefit of a product to an apparently unrelated third party.*
20. *A change of the designed beneficiaries (especially if this can be achieved without knowledge or consent of the insurer and/or the right to payment could be transferred simply by signing an endorsement on the policy).*
21. *Substitution, during the life of an insurance contract, of the ultimate beneficiary with a person without any apparent connection with the policyholder.*
22. *The customer accepts very unfavorable conditions unrelated to this health or age.*
23. *An atypical incidence of pre-payment of insurance premiums.*
24. *Insurance premiums have been paid in one currency and requests for claims to be paid in another currency.*
25. *Activity is incommensurate with that expected from the customer considering the information already known about the customer and the customer's previous financial activity (For individual customers, consider customer's age, occupation, residential address, general*

*appearance, type and level of previous financial activity. For corporate customers, consider type and level of activity).*

- 26. Any unusual employment of an intermediary in the course of some usual transaction or formal activity e.g. payment of claims or high commission to an unusual intermediary.*
- 27. A customer appears to have policies with several institutions.*
- 28. A customer wants to borrow the maximum cash value of a single premium policy, soon after paying for the policy.*
- 29. The customer who is based in “Non-cooperative countries and territories” (NCCTs) designated by the “Financial Action Task Force on Money Laundering” (FATF) from time to time or in countries where the production of drugs or drug trafficking may be prevalent.*
- 30. The customer who is introduced by an overseas agent, affiliator or other company that is based in NCCTs designated by the FATF from time to time or in countries where corruption or the production of drugs or drug trafficking may be prevalent.*
- 31. A customer who is based in Macau and is seeking a lump sum investment and offers to pay by a wire transaction or foreign currency.*
- 32. Unexpected changes in employee characteristics, e.g. lavish lifestyle or avoiding taking holidays.*
- 33. Unexpected change in employee or agent performance, e.g. the sales person selling products has a remarkable or unexpected increase in performance.*
- 34. Consistently high activity levels of single premium business far in excess of any average company expectation.*
- 35. The use of an address which is not the client’s permanent address, e.g. utilization of the salesman’s office or home address for the dispatch of customer documentation.*

## **II. SPECIFIC CASES AND EXAMPLES OF MONEY LAUNDERING INVOLVING INSURANCE**

### **➤ LIFE INSURANCE**

- Case 1** *A company director from Company W, Mr. H, set up a money laundering scheme involving two companies, each one established under two different legal systems. Both of the entities were to provide financial services and providing financial guarantees for which he would act as director. These companies wired the sum of USD 1.1 million to the accounts of Mr. H in Country S. It is likely that the funds originated in some sort of criminal activity and had already been introduced in some way into the financial system. Mr. H also received transfers from Country C. Funds were transferred from one account to another (several types of accounts were involved, including both current and savings accounts). Through one of these transfers, the funds were transferred to Country U from a current account in order to make payments on life insurance policies. The investment in these policies was the main mechanism in the scheme for laundering the funds. The premiums paid for the life insurance policies in Country U amounted to some USD 1.2 million and represented the last step in the laundering operation.*
- Case 2** *An attempt was made to purchase life policies for a number of foreign nationals. The underwriter was requested to provide life coverage with an indemnity value identical to the premium. There were also indications that in the event that the policies were to be cancelled, the return premiums were to be paid into a bank account in a different jurisdiction to the assured.*
- Case 3** *On a smaller scale, local police authorities were investigating the placement of cash by a drug trafficker. The funds were deposited into several bank accounts and then transferred to an account in another jurisdiction. The drug trafficker then entered into a USD 75,000 life insurance policy. Payment for the policy was made by two separate wire transfers from the overseas accounts. It was purported that the funds used for payment were the proceeds of overseas investments. At the time of the drug trafficker's arrest, the insurer had received instructions for the early surrender of the policy.*

**Case 4** *In 1990, a British insurance sales agent was convicted of violating a money laundering statute. The insurance agent was involved in a money laundering scheme in which over USD 1.5 million was initially placed with a bank in England. The “layering process” involved the purchase of single premium insurance policies. The insurance agent became a top producer at his insurance company and later won a company award for his sales efforts. This particular case involved the efforts of more than just a sales agent. The insurance agent’s supervisor was also charged with violating the money laundering statute.*

*This case has shown how money laundering, coupled with a corrupt employee, can expose an insurance company to negative publicity and possible criminal liability.*

**Case 5** *Customs officials in Country X initiated an investigation which identified a narcotics trafficking organisation utilised the insurance sector to launder proceeds. Investigative efforts by law enforcement agencies in several different countries identified narcotic traffickers were laundering funds through Insurance firm Z located in an off-shore jurisdiction.*

*Insurance firm Z offers investment products similar to mutual funds. The rate of return is tied to the major world stock market indices so the insurance policies were able to perform as investments. The account holders would over-fund the policy, moving monies into and out of the fund for the cost of the penalty for early withdrawal. The funds would then emerge as a wire transfer or cheque from an insurance company and the funds were apparently clean. To date, this investigation has identified that over USD 29 million was laundered through this scheme, of which over USD 9 million dollars has been seized. Additionally, based on joint investigative efforts by Country Y (the source country of the narcotics) and Country Z customs officials, several search warrants and arrest warrants were executed relating to money laundering activities involved individuals associated with Insurance firm Z.*

**Case 6** *A customer contracted life insurance of a 10 year duration with a cash payment equivalent to around USD 400,000. Following payment, the customer refused to disclose the origin of the funds. The insurer reported the case. It appears that prosecution had been initiated in respect of the individual’s fraudulent management activity.*

- Case 7** *A life insurer learned from the media that a foreigner, with whom it had two life-insurance contracts, was involved in Mafia activities in his/her country. The contracts were of 33 years duration. One provided for a payment of close to the equivalent of USD 1 million in case of death. The other was a mixed insurance with value of over half this amount.*
- Case 8** *A client domiciled in a country party to a treaty on the freedom of cross-border provision of insurance services, contracted with a life insurer for a foreign life insurance for 5 years with death cover for a down payment equivalent to around USD 7 million. The beneficiary was altered twice: 3 months after the establishment of the policy and 2 months before the expiry of the insurance. The insured remained the same. The insurer reported the case. The last beneficiary - an alias - turned out to be a PEP (Politically exposed person).*



➤ **NON-LIFE INSURANCE**

**Case 9** *Money launderer purchased marine property and casualty insurance for a phantom ocean-going vessel. He paid large premiums on the policy and suborned the intermediaries so that regular claims were made and paid. However, he was very careful to ensure that the claims were less than the premium payments, so that the insurer enjoyed a reasonable profit on the policy. In this way, the money launderer was able to receive claims cheques which could be used to launder funds. The funds appeared to come from a reputable insurance company, and few questioned the source of the funds having seen the name of the company on the cheque or wire transfer.*

**Case 10** *Four broking agencies were forced to freeze funds after US court action that followed an investigation into Latin American drugs smuggling. The drug trafficking investigation, codenamed Golden Jet, was coordinated by the Drug Enforcement Agency (DEA) based in the USA but also involved the FBI and the UK authorities. The funds frozen by the court action related to insurance money deposited at insurance brokers for around 50 aircraft.*

*It is understood that the brokers affected by the court order included some of the largest UK insurance brokers. The case highlighted the potential vulnerability of the insurance market to sophisticated and large scale drug trafficking and money laundering operators. The court order froze aircraft insurance premiums taken out by 17 Colombian and Panamanian air cargo companies and by 9 individuals. The action named 50 aircraft, including 13 Boeing 727s, 1 Boeing 707, 1 French Caravelle and 2 Hercules C130 transport aircraft. The British end of the action was just one small part of a massive anti-drug trafficking action co-ordinated by the DEA. Officials of the DEA believe Golden Jet is one of the biggest blows they have been able to strike against the narcotics trade. The American authorities led by the DEA swooped on an alleged Colombian drugs baron and tons of cocaine valued at many billions of dollars were seized and a massive cocaine processing factory located in Colombia together with aircraft valued at more than USD22 million were destroyed in the DEA coordinated action. According to the indictment, the cargo companies were responsible for shipping tons of cocaine from South to North America all through the 1980s and early 1990s, providing a link between the producers and the consumers of the drugs. Much of the cocaine flowing into the USA was transported into the country by air. During this period the Colombian cartels rose to wealth and prominence, aided by those transport links.*

➤ **INTERMEDIARIES**

**Case 11** *A person (later arrested for drug trafficking) made a financial investment (life insurance) of USD 250,000 by means of an insurance broker. He acted as follows. He contacted an insurance broker and delivered a total amount of USD 250,000 in three cash instalments. The insurance broker did not report the delivery of that amount and deposited the three instalments in the bank. These actions raise no suspicion at the bank, since the insurance broker is known to them as being connected to the insurance branch. The insurance broker delivers, afterwards, to the insurance company responsible for making the financial investment, three cheques from a bank account under his name, totalling USD 250,000, thus avoiding the raising suspicions with the insurance company.*

**Case 12** *Clients in several countries used the services of an intermediary to purchase insurance policies. Identification was taken from the client by way of an ID card, but these details were unable to be clarified by the providing institution locally, which was reliant on the intermediary doing due diligence checks. The policy was put in place and the relevant payments were made by the intermediary to the local institution. Then, after a couple of months had elapsed, the institution would receive notification from the client stating that there was now a change in circumstances, and they would have to close the policy suffering the losses but coming away with a clean cheque from the institution. On other occasions the policy would be left to run for a couple of years before being closed with the request that the payment be made to a third party. This was often paid with the receiving institution, if local, not querying the payment as it had come from another reputable local institution.*

**Case 13** *An insurance company was established by a well-established insurance management operation. One of the clients, a Russian insurance company, had been introduced through the management of the company's London office via an intermediary. In this particular deal, the client would receive a "profit commission" if the claims for the period were less than the premiums received. Following an on-site inspection of the company by the insurance regulators, it became apparent that the payment route out for the profit commission did not match the flow of funds into the insurance company's account. Also, the regulators were unable to ascertain the origin and route of the funds as the intermediary involved refused to supply this information. Following further investigation, it was noted that there were several companies involved in the payment of funds and it was difficult to ascertain how these companies were connected with the original insured, the Russian insurance company.*

**Case 14** *A construction project was being financed in Europe. The financing also provided for a consulting company's fees. To secure the payment of the fees, an investment account was established and a sum equivalent to around USD 400,000 deposited with a life-insurer. The consulting company obtained powers of attorney for the account. Immediately following the setting up of the account, the consulting company withdrew the entire fee stipulated by the consulting contract. The insurer reported the transaction as suspicious. It turns out that an employee of the consulting company was involved in several similar cases. The account is frozen.*

➤ **REINSURANCE**

**Case 15** *An insurer in country A sought reinsurance with a reputable reinsurance company in country B for its directors and officer cover of an investment firm in country A. The insurer was prepared to pay four times the market rate for this reinsurance cover. This raised the suspicion of the reinsurer which contacted law enforcement agencies. Investigation made clear that the investment firm was bogus and controlled by criminals with a drug background. The insurer had ownership links with the investment firm. The impression is that - although drug money would be laundered by a payment received from the reinsurer – the main purpose was to create the appearance of legitimacy by using the name of a reputable reinsurer. By offering to pay above market rate the insurer probably intended to assure continuation of the reinsurance arrangement.*

**Case 16** *A state insurer in country A sought reinsurance cover for its cover of an airline company. When checking publicly available information on the company it turned out that the company was linked to potential war lords and drug traffickers. A report was made to the law enforcement authorities.*

## ➤ CLAIMS

*A claim is one of the principal methods of laundering money through insurance. Outlined below are examples of where claims have resulted in reports of suspected money laundering and terrorist financing.*

**Case 17** *A claim was notified by the assured, a solicitor, who was being sued by one of his clients. The solicitor was being sued for breach of confidentiality, which led to the client's creditors discovering funds that had allegedly been smuggled overseas. Documents indicated that the solicitor's client might be involved in tax evasion, currency smuggling and money laundering.*

**Case 18** *A claim was notified relating to the loss of high value goods whilst in transit. The assured admitted to investigators that he was fronting for individuals who wanted to invest "dirt money" for a profit. It is believed that either the goods, which were allegedly purchased with cash, did not exist, or that the removal of the goods was organised by the purchasers to ensure a claim occurred and that they received "clean" money as a claims settlement.*

**Case 19** *Insurers have discovered instances where premiums have been paid in one currency and requests for claims to be paid in another as a method of laundering money.*

**Case 20** *During an on-site visit, an insurance supervisor was referred to a professional indemnity claim that the insurer did not believe was connected with money laundering. The insurer was considering whether to decline the claim on the basis that it had failed to comply with various conditions under the cover. The insurance supervisor reviewed the insurer's papers, which identified one of the bank's clients as being linked to a major fraud and money laundering investigation being carried out by international law enforcement agencies.*

**Case 21** *After a successful High Court action for fraud, adjusters and lawyers working for an insurer involved in the litigation became aware that the guilty fraudster was linked to other potential crimes, including money laundering.*

➤ **NON-LIFE INSURANCE – FRAUDULENT CLAIMS**

**Case 22** *Police in Country A uncovered a case of stolen car trafficking where the perpetrators provoked accidents in Country B to be able to claim the damages. The proceeds were laundered via public works companies. A network consisting of two teams operated in two different regions of Country A. Luxury vehicles were stolen and given false number plates before being taken to Country B. An insurance contract was taken out in the first country on these vehicles. In Country B, the vehicles were deliberately written off and junk vehicles with false number plates were bought using false identity documents to be able to claim the damages from the insurance firms in Country A. Around a hundred luxury stolen vehicles were used in this scheme to claim the damages resulting from the simulated or intentional accidents that were then fraudulently declared to the insurance firms. The total loss was over USD 2.5 million. The country in which the accidents occurred was chosen because its national legislation provided for prompt payment of damages.*

*On receipt of the damages, the false claimants gave 50% of the sum in cash to the leader of the gang who invested these sums in Country B. The investigations uncovered bank transfers amounting to over USD 12,500 per month from the leader's accounts to the country in question. The money was invested in the purchase of numerous public works vehicles and in setting up companies in this sector in Country B. Investigations also revealed that the leader of the gang had a warehouse in which luxury vehicles used for his trafficking operation were stored. It was also established that there was a business relationship between the leader and a local property developer, suggesting that the network sought to place part of its gains into real estate.*

**Case 23** *An individual purchases an expensive new car. The individual obtains a loan to pay for the vehicle. At the time of purchase, the buyer also enters into a medical insurance policy that will cover the loan payments if he were to suffer a medical disability that would prevent repayment. A month or two later, the individual is purportedly involved in an "accident" with the vehicle, and an injury (as included in the insurance policy) is reported. A doctor, working in collusion with the individual, confirms injury. The insurance company then honours the claim on the policy by paying off the loan on the vehicle. Thereafter, the organisation running the operation sells the motor vehicle and pockets the profit from its sale. In one instance, an insurance company suffered losses in excess of \$2 million from similar fraud schemes carried out by terrorist groups.*

➤ **RETURN PREMIUMS**

*There are several cases where the early cancellation of policies with return of premium has been used to launder money. This has occurred where there have been:*

- *a number of policies entered into by the same insurer/intermediary for small amounts and then cancelled at the same time*
- *return premium being credited to an account different from the original account*
- *requests for return premiums in currencies different to the original premium, and*
- *regular purchase and cancellation of policies.*

➤ **OVER PAYMENT OF PREMIUMS**

*Another simple method by which funds can be laundered is by arranging for excessive numbers or excessively high values of insurance reimbursements by cheque or wire transfer to be made. A money launderer may well own legitimate assets or businesses as well as an illegal enterprise. In this method, the launderer may arrange for insurance of the legitimate assets and ‘accidentally’, but on a recurring basis, significantly overpay his premiums and request a refund for the excess. Often, the person does so in the belief that his relationship with his representative at the company is such that the representative will be unwilling to confront a customer who is both profitable to the company and important to his own success.*

*The overpayment of premiums, has, been used as a method of money laundering. Insurers should be especially vigilant where:*

- *the overpayment is over a certain size (say MOP80,000 or equivalent)*
- *the request to refund the excess premium was to a third party*
- *the assured is in a jurisdiction associated with money laundering and*
- *where the size or regularity of overpayments is suspicious.*

➤ **HIGH BROKERAGE/THIRD PARTY PAYMENTS/STRANGE PREMIUM ROUTES**

*High brokerage can be used to pay off third parties unrelated to the insurance contract. This often coincides with example of unusual premium routes.*

➤ **ASSIGNMENT OF CLAIMS**

*In a similar way, a money launderer may arrange with groups of otherwise legitimate people, perhaps owners of businesses, to assign any legitimate claims on their policies to be paid to the money launderer. The launderer promises to pay these businesses, perhaps in cash, money orders or travellers cheques, a percentage of any claim payments paid to him above and beyond the face value of the claim payments. In this case the money laundering strategy involves no traditional fraud against the insurer. Rather, the launderer has an interest in obtaining funds with a direct source from an insurance company, and is willing to pay others for this privilege. The launderer may even be strict in insisting that the person does not receive any fraudulent claims payments, because the person does not want to invite unwanted attention.*