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TREASURER AND
INSURANCE COMMISSIONER

Docketed by: *[Signature]*

THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

TOM GALLAGHER

IN THE MATTER OF:

CASE NO.: 42224-01-CO

**CIGNA HEALTHCARE OF FLORIDA, INC.
CONNECTICUT GENERAL LIFE INSURANCE COMPANY
LIFE INSURANCE COMPANY OF NORTH AMERICA**

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between **CIGNA HEALTHCARE OF FLORIDA, INC.** (hereinafter referred to as "**CIGNA FLORIDA**"), **CONNECTICUT GENERAL LIFE INSURANCE COMPANY** (hereinafter referred to as "**CONNECTICUT GENERAL**"), **LIFE INSURANCE COMPANY OF NORTH AMERICA** (hereinafter referred to as "**LINA**") and the **FLORIDA DEPARTMENT OF INSURANCE**, (hereinafter referred to as the "**DEPARTMENT**"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the **DEPARTMENT** hereby finds as follows:

1. The **DEPARTMENT** has jurisdiction over the subject matter of, and parties to, this proceeding.
2. **CIGNA FLORIDA** is authorized to transact business in this State as a health maintenance organization subject to the jurisdiction and regulation of the **DEPARTMENT** in accordance with the Florida Insurance Code.

3. **CONNECTICUT GENERAL**, a foreign insurer domiciled in Connecticut, is authorized to transact business in this State as a life and health insurer subject to the jurisdiction and regulation of the **DEPARTMENT** in accordance with the Florida Insurance Code.

4. **LINA**, a foreign insurer domiciled in Pennsylvania, is authorized to transact business in this State as a life and health insurer subject to the jurisdiction and regulation of the **DEPARTMENT** in accordance with the Florida Insurance Code.

Forms and Rates Violations: CONNECTICUT GENERAL

5. Due to **CONNECTICUT GENERAL** reporting to the **DEPARTMENT** that **CONNECTICUT GENERAL** had discovered that it had failed to file numerous forms, rates and annual rate certifications with the **DEPARTMENT**, the **DEPARTMENT** pursuant to Section 624.307, Florida Statutes, conducted an investigation. As a result of such investigation, the **DEPARTMENT** determined that **CONNECTICUT GENERAL** violated the following provisions of the Florida Insurance Code:

(a) Section 627.410(6)(a) and (7), Florida Statutes, by failing to file certain rates for approval prior to use or rate certifications that no changes were required for eight of its large group medical products during the period from 1983 to 2001. (See Exhibit 1).

(b) Section 627.410(6)(a), Florida Statutes, by charging unapproved rates from 1996 until September 2001. (See Exhibit 1).

6. The **DEPARTMENT** and **CONNECTICUT GENERAL** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **CONNECTICUT GENERAL** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal. By execution of this Consent Order, the **DEPARTMENT** and **CONNECTICUT GENERAL** intend to and do resolve all issues pertaining to the matters referred to in Paragraph 5 and Exhibit 1.

7. **CONNECTICUT GENERAL** agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CONNECTICUT GENERAL** to such administrative action as the **DEPARTMENT** may deem appropriate.

8. Pursuant to Section 624.418(2)(a), Florida Statutes, the **DEPARTMENT** has the discretion to suspend or revoke an insurer's Certificate of Authority if the **DEPARTMENT** finds that the insurer has violated any provision of the Insurance Code.

9. Upon the execution of this Consent Order, **CONNECTICUT GENERAL** shall be subject to the following terms and conditions:

(a) **CONNECTICUT GENERAL** shall henceforth comply with all of the provisions of the Florida Insurance Code.

(b) **CONNECTICUT GENERAL** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations

of these sections by **CONNECTICUT GENERAL** may be deemed willful, subjecting **CONNECTICUT GENERAL** to appropriate penalties.

(c) **CONNECTICUT GENERAL** has undertaken and shall continue to undertake corrective action to establish and implement procedures to assure that all forms, rates and rate certifications are filed in accordance with Section 627.410, Florida Statutes and Rule Chapter 4-149, Florida Administrative Code.

10. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

Rates Violations: LINA

11. Due to **LINA** reporting to the **DEPARTMENT** that it had discovered that **LINA** had failed to file rates and annual rate certifications with the **DEPARTMENT**, the **DEPARTMENT** pursuant to Section 624.307, Florida Statutes, conducted an investigation. As a result of such investigation, the **DEPARTMENT** determined that **LINA** violated the following provisions of the Florida Insurance Code:

(a) Section 627.410(6)(a), Florida Statutes, by failing to file rates for approval prior to use for certain group disability income products and group accidental death and dismemberment products during the period from 1999 to 2001. (See Exhibit 2)

(b) Section 627.410(6)(a), Florida Statutes, by charging certain unapproved rates from 1999 until October 2001. In 1999, **LINA** implemented a rate reduction of 32% without filing for approval on Form #LM-2L60. This rate reduction was only implemented for new insureds and **LINA** continued to charge the prior rate for existing insureds that had a rate guarantee.

(c) Section 627.410(7), Florida Statutes, by failing to file certain annual rate certifications that no changes were required for a period of between two and six years. (See Exhibit 2).

(d) Section 627.410(6)(a), Florida Statutes, by offering unapproved rate guarantees from 1999 until October 2001. (See Exhibit 2).

12. The **DEPARTMENT** and **LINA** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **LINA** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal. By execution of this Consent Order, the **DEPARTMENT** and **LINA** intend to and do resolve all issues pertaining to the matters referred to in Paragraph 11 and Exhibit 2.

13. **LINA** agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **LINA** to such administrative action as the **DEPARTMENT** may deem appropriate.

14. Pursuant to Section 624.418(2)(a), Florida Statutes, the **DEPARTMENT** has the discretion to suspend or revoke an insurer's Certificate of Authority if the **DEPARTMENT** finds that the insurer has violated any provision of the Insurance Code.

15. Upon the execution of this Consent Order, **LINA** shall be subject to the following terms and conditions:

(a) LINA shall henceforth comply with all of the provisions of the Florida Insurance Code.

(b) LINA is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by LINA may be deemed willful, subjecting LINA to appropriate penalties.

(c) LINA has undertaken and shall continue to undertake corrective action to establish and implement procedures to assure that all forms, rates and rate certifications are filed in accordance with Section 627.410, Florida Statutes and Rule Chapter 4-149, Florida Administrative Code.

16. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

Conversion Policy Violations: CONNECTICUT GENERAL

17. Due to a recent filing by CONNECTICUT GENERAL with the DEPARTMENT, the DEPARTMENT pursuant to Sections 624.317 and 624.318, Florida Statutes, conducted an investigation. As a result of such investigation, the DEPARTMENT determined that CONNECTICUT GENERAL violated Sections 627.6675(10) and (11), Florida Statutes, by failing to offer insureds seeking a conversion policy the mandated conversion plans.

18. The DEPARTMENT and CONNECTICUT GENERAL expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the DEPARTMENT and all further and other proceedings herein to which the parties may be entitled by law. CONNECTICUT GENERAL hereby knowingly and voluntarily

waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

19. **CONNECTICUT GENERAL** agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CONNECTICUT GENERAL** to such administrative action as the **DEPARTMENT** may deem appropriate.

20. Pursuant to Section 624.418(2)(a), Florida Statutes, the **DEPARTMENT** has the discretion to suspend or revoke an insurer's Certificate of Authority if the **DEPARTMENT** finds that the insurer has violated any provision of the Insurance Code.

21. Upon the execution of this Consent Order, **CONNECTICUT GENERAL** shall be subject to the following terms and conditions:

(a) **CONNECTICUT GENERAL** shall contact the current conversion policyholders and offer each policyholder the option to switch to one of the mandated plans.

(b) **CONNECTICUT GENERAL** shall henceforth comply with all of the provisions of the Florida Insurance Code.

(c) **CONNECTICUT GENERAL** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by **CONNECTICUT GENERAL** may be deemed willful, subjecting **CONNECTICUT GENERAL** to appropriate penalties.

(d) **CONNECTICUT GENERAL** has filed with the **DEPARTMENT** conversion policies that bring it into compliance with Section

627.6675, Florida Statutes. **CONNECTICUT GENERAL** shall undertake corrective action to establish and implement procedures to assure that **CONNECTICUT GENERAL'S** conversion policies continue to comply with Section 627.6675, Florida Statutes.

(e) On or before the 30th day after this Consent Order is executed, **CONNECTICUT GENERAL** shall provide proof to the **DEPARTMENT** that the offers required by paragraph 21(a) have been made.

22. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

CFIPA and FIPA#7 Provider Claims: CIGNA FLORIDA

23. The **DEPARTMENT** received provider complaints that certain provider claims submitted by physicians that had contracted with Central Florida Independent Physicians Association (hereinafter referred to as "CFIPA") and Florida Independent Physicians Association #7 (hereinafter referred to as "FIPA#7") (collectively, the "IPAs") to provide services to **CIGNA FLORIDA'S** subscribers had not been paid by CFIPA and FIPA#7. Due to these complaints, the **DEPARTMENT** conducted an investigation pursuant to Section 641.3905, Florida Statutes of **CIGNA FLORIDA**.

24. As a result of such investigation, the **DEPARTMENT** directed **CIGNA FLORIDA** to pay the outstanding claims of the IPA providers through a letter dated April 18, 2001 (hereinafter referred to as the "Letter"). Instead, **CIGNA FLORIDA** filed a petition for an administrative hearing.

25. **CIGNA FLORIDA** has, as a result of its discussions with the **DEPARTMENT**, made a business decision to make payments to providers of the amount adjudicated as payable by the IPAs in the manner set forth below. In making such payments, **CIGNA FLORIDA** does not admit any legal obligation to make such payments.

26. In order to resolve this matter without further resort to the administrative process, **CIGNA FLORIDA** and the **DEPARTMENT** agree to the following terms and conditions:

(a) Within 30 days of execution of this Consent Order, **CIGNA FLORIDA** shall offer to make payments to providers that had contracts with the IPAs in amounts indicated in the attached schedule (*See Exhibit 3*) unless **CIGNA FLORIDA** has already reached a settlement with such provider relating to these claims. For those providers that accept **CIGNA FLORIDA'S** offers, **CIGNA FLORIDA** shall make payments to those providers within thirty (30) days of the offer's acceptance. Such payments shall be conditioned on the provider executing a release of all claims against **CIGNA FLORIDA** for the period ending 9/1/2000. (*See Exhibit 4*). The amounts in the attached schedule (*Exhibit 3*) may be reduced by **CIGNA FLORIDA** to reflect any overpayments made to such providers by the IPAs or **CIGNA FLORIDA**. The look-back period is for claims arising from January 1, 1999 through August 31, 2000. For any past claims as to which **CIGNA FLORIDA** has reasonable cause to believe the payment to the provider exceeded the appropriate amount, payment of the amounts indicated in *Exhibit 3* may also be conditioned on a provider's cooperation in determining whether overpayments have been made. If **CIGNA FLORIDA** and the provider cannot agree on

whether an offset is appropriate to the schedule amount due to asserted past overpayments, the provider may request binding arbitration as outlined below in paragraph 26(b). All proposed written communications with providers shall be submitted to the **DEPARTMENT** prior to **CIGNA FLORIDA** signing and mailing such communications to providers. The **DEPARTMENT** shall inform **CIGNA FLORIDA** if it does not believe that the language in the communication is consistent with this Consent Order. **CIGNA FLORIDA** shall edit the communication to conform to the terms of this Consent Order. Nothing herein shall obligate **CIGNA FLORIDA** to make the payments to any provider that fails or declines to sign a release or who fails to respond to **CIGNA FLORIDA'S** mailing within 45 days of receipt.

(b) **CIGNA FLORIDA** shall notify all providers who did not sign an Election to Participate (hereinafter referred to as "Non-ETP Providers") that if the Non-ETP Provider does not accept **CIGNA FLORIDA'S** payment as outlined in Exhibit 3, the provider may request binding arbitration under the auspices of the Dispute Resolution Service of the American Health Lawyers Association to determine the amount of **CIGNA FLORIDA'S** liability, if any, to any such provider. If the Non-ETP Provider requests binding arbitration by signing an agreement for such binding arbitration, **CIGNA FLORIDA** shall participate in such arbitration and **CIGNA FLORIDA** shall pay all costs associated with such arbitration. The arbitrator must be an independent third party selected by both the provider and **CIGNA FLORIDA** in accordance with the Rules of Procedure for Arbitration of the Dispute Resolution Service of the American Health Lawyers Association.

(c) The **DEPARTMENT** shall withdraw the Letter and **CIGNA FLORIDA** shall voluntarily dismiss its administrative hearing request.

(d) This Consent Order shall not be considered to be an admission of fact or law, nor an admission of liability by **CIGNA FLORIDA** to providers who had contracts with the IPAs. This agreement is not and shall not be considered to be precedential and shall not be admissible in any other proceeding whether or not the **DEPARTMENT** is a party thereto.

(e) **CIGNA FLORIDA** shall henceforth comply with all applicable provisions of the Florida Insurance Code, Chapter 641, Florida Statutes and Rule Chapter 4-191, Florida Administrative Code.

(f) On or before the 120th day after this Consent Order is executed, **CIGNA FLORIDA** shall file with the **DEPARTMENT** a certification of all payments made (listing the providers that received payments) along with a list of providers that rejected such payments or did not respond to **CIGNA FLORIDA'S** offer. **CIGNA FLORIDA** shall file with the **DEPARTMENT** a final summary indicating how all of the provider claims listed in Exhibit 3 were handled within 30 days following the closure of the final claim (whether through arbitration or litigation). **CIGNA FLORIDA** shall provide upon request of the **DEPARTMENT** periodic updates concerning the status of provider payments after the initial certification is filed and prior to the filing of the final summary.

27. The **DEPARTMENT** and **CIGNA FLORIDA** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may

be entitled by law. **CIGNA FLORIDA** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

28. **CIGNA FLORIDA** agrees that the failure to adhere to one or more of the above terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CIGNA FLORIDA** to such administrative action as the **DEPARTMENT** may deem appropriate.

29. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

Target Market Conduct Examination of CIGNA FLORIDA

30. Pursuant to complaints received by the **DEPARTMENT** about managed care organizations, a target market conduct examination of most Florida managed care organizations was conducted pursuant to Section 641.27, Florida Statutes. As a result of such investigation and examination, the **DEPARTMENT** determined that **CIGNA FLORIDA** violated the following provisions of the Florida Insurance Code, to wit:

Section 641.3155(2), Florida Statutes (1999): Failure to Pay Interest on Late Paid Claims involving third party contractors.

Sections 641.3901 and 641.3903(5)(c) 1. & 4., Florida Statutes: Failure to Adopt and Implement Standards For Proper Investigation of Personal Injury Protection (PIP) Claims.

Sections 641.3901 and 641.3903(5)(c) 1. & 4., Florida Statutes: Failure to Adopt and Implement Standards For Proper Investigation of Workers' Compensation Claims.

Section 641.3155 (2), Florida Statutes (1999): Failure to Properly Calculate Interest.

31. The **DEPARTMENT** and **CIGNA FLORIDA** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **CIGNA FLORIDA** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

32. **CIGNA FLORIDA** agrees that the failure to adhere to one or more of the above terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CIGNA FLORIDA** to such administrative action as the **DEPARTMENT** may deem appropriate.

33. **CIGNA FLORIDA** agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

(a) **CIGNA FLORIDA** shall pay administrative costs of Fifty Thousand Dollars (\$50,000) on or before the 30th day after this Consent Order is executed.

(b) **CIGNA FLORIDA** shall henceforth comply with all applicable provisions of the Florida Insurance Code, Chapter 641, Florida Statutes and Rule Chapter 4-191, Florida Administrative Code.

(c) **CIGNA FLORIDA** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by **CIGNA FLORIDA** may be deemed willful, subjecting **CIGNA FLORIDA** to appropriate penalties.

(d) **CIGNA FLORIDA** shall undertake corrective action to establish and implement procedures to assure that interest payments are properly calculated and timely paid on late paid claims in accordance with Section 641.3155(3), Florida Statutes (2000). Timely compliance with SB 46-E, 2002, shall constitute compliance with this requirement. Further, **CIGNA FLORIDA** shall undertake to make certain that all claims by providers are properly coordinated with other insurers and/or self-insurers in accordance with all applicable statutes and rules. **CIGNA FLORIDA** shall submit for the Department's review a revision to its policies and procedures regarding interest payments and coordination of benefits to implement the aforementioned corrective action no later than thirty (30) days following the execution of this Consent Order.

34. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

35. The terms of this Order do not constitute an admission of fact or law, nor an admission of liability by **CIGNA FLORIDA**. These terms are not to be considered to be precedential and shall not be admissible in any proceedings whether or not the **DEPARTMENT** is a party thereto.

One-Life Group Open Enrollment Violation by CIGNA FLORIDA

36. Pursuant to complaints received by the **DEPARTMENT**, an investigation was conducted pursuant to Section 641.3905, Florida Statutes. As a result of such investigation, the **DEPARTMENT** determined that **CIGNA FLORIDA** violated the Employee Health Care Access Act, Section 627.6699, Florida Statutes, by failing to provide certain information to one-life groups during the open enrollment period of August 2001.

37. **CIGNA FLORIDA** has undertaken corrective action to establish and implement procedures to assure that rates for small group policies are filed with the **DEPARTMENT** for all counties in which **CIGNA FLORIDA** has an active health care provider certificate in accordance with Section 627.6699, Florida Statutes. (See Exhibit 5).

38. The **DEPARTMENT** and **CIGNA FLORIDA** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **CIGNA FLORIDA** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

39. **CIGNA FLORIDA** agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CIGNA FLORIDA** to such administrative action as the **DEPARTMENT** may deem appropriate.

40. Upon the execution of this Consent Order, **CIGNA FLORIDA** shall be subject to the following terms and conditions:

(a) **CIGNA FLORIDA** shall comply with all of the provisions of the Employee Health Care Access Act, Section 627.6699, Florida Statutes, during the upcoming open enrollment period of August 2002 and beyond.

(b) **CIGNA FLORIDA** shall henceforth comply with all of the provisions of the Florida Insurance Code.

(c) **CIGNA FLORIDA** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by **CIGNA FLORIDA** may be deemed willful, subjecting **CIGNA FLORIDA** to appropriate penalties.

41. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

Violation by CIGNA FLORIDA's Independent Contractor: VIVRA, Inc.

42. Pursuant to a complaint received by the **DEPARTMENT**, an investigation was conducted pursuant to Section 641.3905, Florida Statutes. As a result of such investigation, the **DEPARTMENT** determined that **CIGNA FLORIDA'S** independent contractor, **VIVRA, Inc.**, failed to pay claims submitted to **VIVRA, Inc.** by Dr. Seth Herbst as required by Dr. Herbst's contract with **VIVRA, Inc.**

43. **CIGNA FLORIDA** has provided evidence to the **DEPARTMENT** that **CIGNA FLORIDA** took immediate steps to settle the claims with the provider, Dr. Seth Herbst and payment has been made.

44. The **DEPARTMENT** and **CIGNA FLORIDA** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **CIGNA FLORIDA** hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal

45. **CIGNA FLORIDA** agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **CIGNA FLORIDA** to such administrative action as the **DEPARTMENT** may deem appropriate.

46. Upon the execution of this Consent Order, **CIGNA FLORIDA** shall be subject to the following terms and conditions:

(a) **CIGNA FLORIDA** shall henceforth comply with all of the provisions of the Florida Insurance Code.

(b) **CIGNA FLORIDA** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by **CIGNA FLORIDA** may be deemed willful, subjecting **CIGNA FLORIDA** to appropriate penalties.

47. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

Further Terms and Conditions

48. In addition to the costs that CIGNA FLORIDA must pay from paragraph 33(a) above, CONNECTICUT GENERAL, LINA and CIGNA FLORIDA shall collectively pay administrative costs of \$15,000 on or before the 30th day after this Consent Order is executed.

THEREFORE, the agreement between CIGNA HEALTHCARE OF FLORIDA, INC., CONNECTICUT GENERAL LIFE INSURANCE COMPANY, and LIFE INSURANCE COMPANY OF NORTH AMERICA and the FLORIDA DEPARTMENT OF INSURANCE, consisting of the terms and conditions set forth above, is approved.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this *29th* day of *August*, 2002.



KEVIN MCCARTY
DEPUTY INSURANCE COMMISSIONER

By execution hereof, **CIGNA HEALTHCARE OF FLORIDA, INC.** consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind **CIGNA HEALTHCARE OF FLORIDA, INC.** to the terms and conditions of this Consent Order.

CIGNA HEALTHCARE OF FLORIDA, INC.

By: _____

ANDREW D. CROOKS

Corporate Seal

Print or Type Name

Title: _____

PRESIDENT & GENERAL MANAGER

Date: _____

7/16/02

By execution hereof, **CONNECTICUT GENERAL LIFE INSURANCE COMPANY** consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind **CONNECTICUT GENERAL LIFE INSURANCE COMPANY** to the terms and conditions of this Consent Order.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: _____

Andrew D. Crooks

Corporate Seal

Print or Type Name

Title: Vice President

Date: 7/16/02

By execution hereof, **LIFE INSURANCE COMPANY OF NORTH AMERICA** consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind **LIFE INSURANCE COMPANY OF NORTH AMERICA** to the terms and conditions of this Consent Order.

LIFE INSURANCE COMPANY OF NORTH AMERICA

By _____

Peter A. Vogt

Corporate Seal

Print or Type Name

Title: Sr. Vice President

Date: 7/16/02

COPIES FURNISHED TO:

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