

IN RE: AETNA U.S. HEALTHCARE

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CONSENT AGREEMENT  
Docket No. INS 02-759

This document is a Consent Agreement, authorized by 10 M.R.S.A. § 8003(5)(B), entered into by and among Aetna U.S. Healthcare (hereafter also “Aetna”) and the Superintendent of the Maine Bureau of Insurance (hereafter “the Superintendent”). Its purpose is to resolve, without resort to an adjudicatory proceeding, failure to respond to a Bureau inquiry made pursuant to Title 24-A M.R.S.A. § 220(2).

## FACTS

1. The Superintendent is the official charged with administering and enforcing Maine’s insurance laws and regulations.
2. Aetna is a Maine licensed HMO, license # HMD45749.
3. Title 24-A M.R.S.A. § 220(2) provides: *“Response to inquiries. All insurers and other persons required to be licensed pursuant to this Title shall respond to all lawful inquiries of the superintendent that relate to resolution of consumer complaints involving the licensee within 14 days of receipt of the inquiry and to all other lawful inquiries of the superintendent within 30 days of receipt. If a substantive response can not in good faith be provided within the time period, the person required to respond shall so advise the superintendent and provide the reason for the inability to respond.”*
4. On April 25, 2002 Bureau staff sent a letter to Aetna requesting a written response regarding complaint number 2002518332.
5. Aetna did not provide a substantive response to the Bureau until June 5, 2002

## **CONCLUSIONS OF LAW**

6. Aetna acknowledges its failure to provide a timely substantive response with respect to the inquiries of the Superintendent posed in Paragraph 4 within the time period required under Title 24-A M.R.S.A. § 220(2).

## **COVENANTS**

7. A formal hearing in this matter is waived and no appeal will be made.

8. At the time of executing this Agreement, Aetna shall pay to the Maine Bureau of Insurance a penalty in the amount of two hundred dollars (\$200) payable to the Treasurer of the State of Maine.

9. In consideration of Aetna's execution of and compliance with the terms of this Consent Agreement, the Superintendent agrees to forgo pursuing any disciplinary measures or other civil sanction for the specific violations described above other than those agreed to in this Consent Agreement.

## **MISCELLANEOUS**

10. This Consent Agreement may only be modified by the written consent of the parties.

11. It is understood by the parties to this Agreement that nothing herein shall affect any rights or interests of any person not a party to this Agreement.

12. Aetna acknowledges that this Consent Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408.

13. Aetna has been advised of its right to consult with counsel and has, in fact, consulted with counsel before executing this Agreement.

14. Nothing herein shall prohibit the Superintendent from seeking an order to enforce this Agreement, or from seeking additional sanctions in the event that Aetna does not comply with the above terms, or in the event that the Superintendent receives evidence that further legal action is necessary.

**Signature Pages**

Dated: \_\_\_\_\_, 2002

AETNA US HEALTHCARE

By: \_\_\_\_\_

Its:

\_\_\_\_\_

Printed Name and Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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Notary Public

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Printed name

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Date of commission expiration

MAINE BUREAU OF INSURANCE

Dated:           ,           2002

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Alessandro A. Iuppa

Superintendent of Insurance

STATE OF MAINE

KENNEBEC, SS.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2002

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Notary Public/Attorney-at-Law

Dated:           , 2002

MAINE DEPARTMENT

OF THE ATTORNEY GENERAL

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Thomas C. Sturtevant

Assistant Attorney General