

IN RE: CIGNA HEALTHCARE OF MAINE, INC.)

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CONSENT AGREEMENT
Docket No. INS 03-207

This document is a Consent Agreement, authorized by 10 M.R.S.A. § 8003(5)(B), entered into by and among Cigna Healthcare of Maine, Inc. (hereafter also “Cigna”), the Superintendent of the Maine Bureau of Insurance (hereafter “the Superintendent”), and the Attorney General. Its purpose is to resolve, without resort to an adjudicatory proceeding, failure to respond to a Bureau inquiry within 14 days 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. Cigna is a Maine licensed HMO, license #HMD 004.
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 January 28, 2003, the Bureau received a written complaint from Consumer regarding Cigna’s cancellation of coverage for Consumer’s disabled dependent. Bureau staff sent a letter to Cigna dated January 30, 2003 requesting a written response regarding complaint number 2003-12386 within 14 days. On February 11, 2003 Cigna sent the Bureau a letter acknowledging receipt of the complaint.
5. On February 21, 2003, Bureau staff sent Cigna a second request for a response to Consumer’s complaint. The second request was sent via certified mail and received by Cigna on February 24, 2003.
6. Cigna sent a letter to the Bureau dated March 6, 2003, requesting an extension of time to respond, stating in part: *“This letter is in response to the letter from the Bureau of Insurance that was received at Cigna HealthCare on February 10, 2003. I am requesting an extension of the response time to forward [Consumer’s] complaint to the National appeal Department for review.”*
7. By letter dated March 10, 2003, Cigna advised Consumer that the insurance coverage for her dependent was reinstated with no break in coverage. Cigna faxed a copy of this letter to the Bureau on March 24, 2003.

CONCLUSIONS OF LAW

8. Cigna failed to respond to the Superintendent's inquiry within 14 days as required by Title 24-A M.R.S.A. § 220(2).

COVENANTS

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

10. At the time of executing this Agreement, Cigna shall pay to the Maine Bureau of Insurance a penalty in the amount of \$750.00 payable to the Treasurer of the State of Maine.

11. In consideration of Cigna'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

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

13. 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.

14. Cigna acknowledges that this Agreement is a public record within the meaning of 1 M.R.S.A. § 402, that this Agreement will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408, and that this Agreement will be reported to the NAIC and included in the RIRS database.

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

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

SIGNATURE PAGE

Dated: _____, 2003

CIGNA HEALTHCARE OF MAINE, INC.

By: _____
Its: _____
Printed Name and Title

Subscribed and sworn to before me
this _____ day of _____, 2003.

Notary Public

Printed name

Date of commission expiration

Dated: _____, 2003

**MAINE OFFICE OF THE ATTORNEY
GENERAL**

Thomas C. Sturtevant, Jr.
Assistant Attorney General

MAINE BUREAU OF INSURANCE

Effective
Date: _____, 2003

Alessandro A. Iuppa
Superintendent of Insurance