



OLC NO. 0204-2023

**VIRGIN ISLANDS DEPARTMENT OF JUSTICE**  
**OFFICE OF THE ATTORNEY GENERAL**

September 11, 2023

**VIA SHAREPOINT®**

Honorable Albert Bryan Jr.  
Governor of the Virgin Islands  
Government House  
Nos. 21-22 Kongens Gade  
St. Thomas, VI 00802

**Attr:** Richard T. Evangelista, Esq.  
Chief Legal Counsel to the Governor

**Re:** **IMPORTANT: The current Voluntary Employee-Paid Contract ends on September 30, 2023, and the Voluntary Employee-Paid Contract requires the approval of the Governor and the Legislature.**

Agreement for Voluntary (Employee-Paid) Critical Illness, Accidental Injury, and Hospital Care Insurance between the Government of the Virgin Islands through the GESC/Health Insurance Board of Trustees and Life Insurance Company of North America ("CIGNA")

A.G. File No. K-23-0373

Dear Governor Bryan:

Transmitted herewith for your approval is the Agreement for Voluntary (Employee-Paid) Critical Illness, Accidental Injury and Hospital Care Insurance ("the Agreement") by and between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees ("Board")("Government"), and the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), and Frederiksted Health Care, Inc. ("FHC")(the Government, the Authority, UVI, and FHC hereinafter individually and collectively referred to as "Employer" and Life Insurance Company of North America (hereinafter "Cigna").

The term of the Agreement is twenty-four (24) months, beginning on October 1, 2023, and ending on September 30, 2025. The Agreement is subject to annual review and renewal with the terms to be renegotiated by the Government and Cigna for up to two successive twelve (12) month terms, provided the Government gives Cigna at least (60) days' notice before the expiration of the

**St. Thomas**

3438 Kronprindsens Gade | GERS Complex, 2nd Floor | St. Thomas, VI 00802-5749 | (340) 774-5666  
Division of Paternity & Child Support | 8000 Nisky Shopping Center | 2nd Floor, Suite 500 | St. Thomas, VI 00802 | (340) 775-3070

**St. Croix**

213 Estate La Reine | Kingshill, St. Croix, VI 00850 | (340) 773-0295  
Division of Paternity & Child Support | 3018 Orange Grove, Suite 4 | Christiansted, St. Croix, VI 00821 | (340) 775-3070

**Transmittal Letter to Governor Albert Bryan, Jr., dated September 11, 2023**  
*Agreement for Voluntary (Employee-Paid) Critical Illness, Accidental Injury, and Hospital Care Insurance between the Government of the Virgin Islands through the GES/Health Insurance Board of Trustees and Life Insurance Company of North America ("CIGNA")*

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term of the Agreement. The Government shall remit premiums on behalf of its employees through payroll deductions to Cigna under the rates and terms contained in the Agreement and Addenda. The employee-paid insurance is voluntary, so no General Funds will be used to pay premiums.

The Justification Letter from the Board, dated August 28, 2023, explains that acting as the sole body overseeing the operation of the Government employees' health and other benefit plans, effective October 1, 2019, as part of CIGNA's medical renewal offer, the Board agreed to offer their voluntary worksite products to active employees to purchase at their own expense for Accidental Injury, Critical Illness, and Hospital Care. Active employees can enroll in these products during open enrollment based on their and their families' needs. There is no cost to the Board or the Government to offer these products. There will be no change to the cost of the voluntary worksite insurance products for the upcoming fiscal year, nor will any changes to the benefits offered. In the Justification Letter, the Board recommended renewing the Virgin Islands medical coverage with Cigna. The Board believes it obtained the lowest cost for employees while maintaining a viable benefit offering.

This Contract is expressly made subject to approval by you and the Virgin Islands Legislature, as well as the appropriation and availability of funds. The Contract includes language allowing for execution in any number of counterparts, each of which shall be deemed an original, even if a photocopy or facsimile.

I am attaching for your review the following documents:

1. Certificate of Authority (no business license is required because insurance companies are not engaged in any business, occupation, profession, or trade listed in 27 V.I.C. § 302);
2. Secretary's Certificate for signatory;
3. GES/Health Insurance Board of Trustees letter dated August 28, 2022;
4. Accidental Injury Insurance Policy Proposal;
5. Critical Illness Insurance Policy Proposal;
6. Hospital Care Insurance Policy Proposal;
7. Certificate of Redomestication;
8. Amended and Restated Articles of Incorporation;
9. Hospital Care Insurance Policy Proposal;
10. Restated Charter and amendments; and
11. Voluntary Employee-Paid Contract

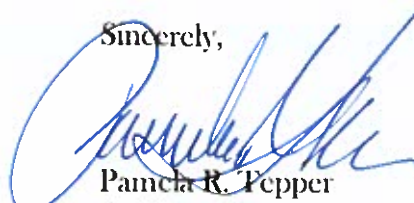
**Transmittal Letter to Governor Albert Bryan, Jr., dated September 11, 2023**  
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Thank you for considering this matter. The Voluntary Employee-Paid Contract and supporting documents have been reviewed and approved for legal sufficiency. If you have questions, please contact Assistant Attorney General Ian S.A. Clement, Esq., or me at 340-774-5666.

Sincerely,



Pamela R. Pepper  
Solicitor General

Enclosures: Voluntary Employee-Paid Contract and Supporting Documents

cc: Ariel M. Smith, Esq., Attorney General  
Department of Justice

Beverly Joseph, Chairperson  
GES/Health Insurance Board

Valerie P. Daley, Chief Health Insurance  
Division of Personnel

**AGREEMENT FOR VOLUNTARY (EMPLOYEE-PAID) CRITICAL ILLNESS  
INSURANCE, VOLUNTARY (EMPLOYEE-PAID) ACCIDENTAL INJURY  
INSURANCE, AND VOLUNTARY (EMPLOYEE-PAID) HOSPITAL CARE  
INSURANCE**

THIS AGREEMENT made and entered into this 1st day of October 2023, by and between the Government of the Virgin Islands, through the Health Insurance Board of Trustees (the "Government" or "Board"), the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), and the Frederiksted Health Care, Inc. ("FHC") (the Government, the Authority, UVI, , and FHC hereinafter collectively referred to as the "Employer") and Cigna Health and Life Insurance Company (hereinafter "CIGNA").

**WITNESSETH:**

**WHEREAS**, the Employer consists of the Government of the Virgin Islands and its independent instrumentalities; and

**WHEREAS**, the terms of the Voluntary (Employee-Paid) Critical Illness Insurance, Voluntary (Employee-Paid) Accidental Injury Insurance, and Voluntary (Employee-Paid) Hospital Care Insurance Agreement shall consist of the terms provided herein and the terms of the attached Addenda which are fully incorporated herein by reference; and

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises made herein, the parties agree as follows:

**ARTICLE 1. TERM**

This Agreement shall be in force and effect for a term of twenty-four (24) months beginning on October 1, 2023, and ending September 30, 2025. This Agreement is subject to annual review and renewal, with terms to be renegotiated by the parties, for up to two successive twelve (12) month terms. The Employer shall give notice of its intent to renew this Agreement at least sixty (60) days prior to the expiration of the term of this Agreement.

**ARTICLE II. COMPENSATION FOR INSURER**

- A. The Employer shall pay premium payments on behalf of its employees to CIGNA in accordance with the rates and terms contained in the Policies (as defined below). No Employer funds shall be used to pay premium payments. This is voluntary insurance and the employees of the Employer remit premiums via payroll deductions which is then transmitted to CIGNA by the Employer.
- B. Premium payments are due as of the effective date of the Policies, October 1, 2023, and the first day of each succeeding monthly period. Premium

Rates shall remain in effect and are guaranteed for twenty-four (24) months commencing on October 1, 2023, and terminating on September 30, 2025. CIGNA may terminate the insurance Policies pursuant to each "Payment of Premium" contained in the Group Critical Illness Policy; Group Hospital Care Policy; Group Accidental Injury Policy (the "Policies"), including for non-payment of premium. It is understood by CIGNA that the Authority, UVI, and FHC will be billed for premiums for their respective employees separate from the responsibility of the Government. Payment of premiums is subject to the grace period of 31 days as provided for in each "Grace Period" provision of each of the Policies, during which time the applicable Policy will remain in place as long as premium payment is received within the stated grace period.

- C. While the future premiums shall be based upon the claims experience, it is agreed by the parties that the premium rates for any renewal period after expiration of the initial rate guarantees, shall be calculated in accordance with CIGNA's underwriting policies and procedures then in effect.

#### **ARTICLE III. BENEFITS PLAN**

The benefits provided to employees by CIGNA (the "Plan") are as contained in the Policies and by this reference are incorporated herein.

#### **ARTICLE IV. FUNDING ARRANGEMENT**

During the term of the Policies, the Benefit Programs shall be operated under a "Traditional Funding Arrangement." Under this arrangement, the Government pays all premiums directly to CIGNA. CIGNA is then responsible for paying all claims and expenses incurred while the underlying Policy is in effect. A plan that is traditionally funded is considered to be fully insured. That is, once the required premium is paid in full, the policyholder has no additional liability.

#### **ARTICLE V. BOOKLETS**

Within SIXTY (60) days of final approval of this Agreement and of the benefit plan to be provided to Employer, CIGNA shall produce and distribute the complete Policy documents describing the applicable agreed upon Policies. The number of copies and manner of distribution will be as directed by the Employer and as agreed upon by and between the Employer and CIGNA.

#### **ARTICLE VI. REPORTS**

- A. CIGNA shall provide the following report to the Employer for each Policy no less than one hundred twenty (120) days prior to each Policy renewal:

Group utilization report showing (by month and cumulatively) the number of participating members, premium received, administrative costs, claims costs, number of accessing members and the average claim cost per accessing member.

## ARTICLE VII. ENROLLMENT

Subject to the terms of the Policies, CIGNA shall accept and provide coverage for all of the present active employee enrollees, without requiring evidence of insurability. After the initial effective date of the Policies, employees eligible for coverage should submit timely an enrollment form. Evidence of Insurability is not required.

If the employee applies for coverage and agrees to make required contributions within 31 days after the date the employee becomes eligible and, subject to the Deferred Effective Date Provisions section below, coverage becomes effective on the later of:

- 1 the effective date of the Subscriber's participation under this Policy;
2. the first of the month following the date CIGNA or the Employer receive the employee's completed enrollment form.

For all Spouse coverage, Evidence of Insurability is not required.

If the Spouse is eligible for coverage, and the employee applies for coverage and agrees to make required contributions within 31 days after the date the Spouse becomes eligible and, subject to the Deferred Effective Date Provisions section below, coverage becomes effective on the later of:

1. the effective date of the Subscriber's participation under this Policy;
2. the date the employee becomes eligible;
3. the date the employee's coverage becomes effective;
4. the date the dependent meets the definition of Spouse as applicable;
5. the first of the month following the date CIGNA or the Employer receive the completed enrollment form.

For all Dependent Child coverage, Evidence of Insurability is not required.

If the Dependent Child is eligible for coverage, and the employee applies for coverage and agrees to make required contributions within 31 days after the date the Dependent Child becomes eligible and, subject to the Deferred Effective Date Provisions section below, coverage becomes effective on the later of:

1. the effective date of the Subscriber's participation under this Policy;
2. the date the employee becomes eligible;



3. the date the employee's coverage becomes effective;
4. the date the dependent meets the definition of Dependent Child as applicable;
5. the first of the month following the date We or the Employer receive the completed enrollment form for Dependent Child coverage.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

#### **ARTICLE VIII. PERFORMANCE GUARANTEE**

Not Applicable.

#### **ARTICLE IX. LOCAL CUSTOMER REPRESENTATIVES**

CIGNA is not required to provide full-time local customer service representation in the USVI for these products. This provision is applicable to the group health & dental agreement with CIGNA.

#### **ARTICLE X. APPROVAL and AGREEMENT EFFECTIVE DATE**

This Agreement is subject to and shall become effective upon the approval of the Governor of the Virgin Islands and the Legislature of the Virgin Islands.

#### **ARTICLE XI. TAXES and LICENSURE**

CIGNA shall maintain the appropriate licenses to conduct business in the U.S. Virgin Islands and shall pay all fees and taxes imposed by the Federal and Territorial government agencies, for its operations in the Virgin Islands. CIGNA shall also comply with all local and federal laws and rules and regulations applicable to and pertaining to insurance and insurance transactions in the Virgin Islands.

#### **ARTICLE XII. LIABILITY OF OTHERS**

Nothing in this Agreement shall be construed to impose any liability upon the Employer by persons, firms, associations, or corporations engaged by CIGNA as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Employer liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of CIGNA of whatsoever nature, including but not limited to unemployment insurance and social security taxes for CIGNA, its servants, agents or independent contractors.



#### ARTICLE XIV. INDEMNIFICATION

All insured benefit obligations are the sole and direct obligation of CIGNA. In its capacity as insurer, CIGNA shall be solely responsible for the defense, settlement and payment of all such claims, whether such claims are brought against Employer, its officials, employees or agents.

#### ARTICLE XV. INDEPENDENT CONTRACTOR

CIGNA shall perform this Agreement as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

#### ARTICLE XVI. TERMINATION

- A. This Agreement may be terminated only as follows:
1. By mutual agreement of the parties.
  2. In accordance with the terms of the Policies which include the following provisions:

Each Policy is consistent to include the following termination provisions:

#### TERMINATION OF INSURANCE

The coverage on a Covered Person will end on the earliest date below:

1. the date this Policy or coverage for a Covered Class is terminated.
2. the date the Subscriber's participation under this Policy ends.
3. the date the employee is no longer in Active Service.
4. the next premium due date after the date the employee is no longer in a Covered Class or satisfies eligibility requirements under this Policy.
5. the last day of the last period for which premium is paid.
6. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*.
7. with respect to a Spouse or Dependent Child, the date of the death of the covered employee or the date of divorce from the covered employee, unless the Spouse elects to continue coverage, including coverage on any Dependent Child. See the *Continuation of Insurance Provisions* section.
8. for a Spouse, the date the Spouse reaches age 100.
9. for a Dependent Child, the date the Dependent Child reaches age 26, unless primarily supported by the employee and incapable of self-sustaining employment by reason of mental or physical handicap.



10. As to each Covered Person, the date all benefits under this Policy have been exhausted for that individual.

With regard to the **Group Critical Illness Policy** termination will not affect a claim that arises while coverage was in effect.

With regard to the **Group Hospital Care Policy** termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Injury or Covered Illness that occurs while coverage was in effect.

With regard to the **Group Accidental Injury Policy**, termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

- A. Notice of termination shall be given a party in accordance with the Policies.
- B. Time and Payment of Claims. Cigna agrees to pay any claims due under the Policies in accordance with the terms and conditions of the Policies.

**Payment of Claims**

All benefits will be paid in United States currency. All benefits payable under a Policy are payable to the Covered Person, if living, except if the Covered Person is a Dependent Child, then the benefits will be payable to the employee. If the Covered Person dies while any of these benefits remain unpaid, benefits payable under the Policy will be paid to the Covered Person's Spouse, if living, or otherwise to the executors or administrators of the Covered Person's estate. Benefits will be reduced by any outstanding premium due.

If CIGNA is to pay benefits to the estate or to a person who is incapable of giving a valid release, CIGNA may pay \$1,000 to a relative by blood or marriage whom CIGNA believes is equitably entitled. Any payment made by CIGNA in good faith pursuant to this provision will fully discharge CIGNA, and release CIGNA from all liability, to the extent of such payment.

**Time of Payment of Claims**

CIGNA will pay benefits due under a Policy for any loss other than a loss for which such Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to CIGNA.

- C. Notwithstanding anything herein to the contrary, in the event a Policy is terminated, CIGNA shall continue to process claims incurred while the Policy was in effect so long as claims are filed in accordance with the NOTICE OF CLAIMS provisions as follows: Written or authorized electronic, or telephonic notice of claim must be given to CIGNA within 31 days after a Covered Loss occurs or begins or as soon as is reasonably possible. If written or authorized electronic, or telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic, or telephonic notice was given as soon as was reasonably possible. Notice can be given to CIGNA at CIGNA's Home Office in Bloomfield, Connecticut, such other place as CIGNA may designate for the purpose, or to CIGNA's authorized agent. Notice should include the Subscriber's name and Policy number and the Covered Person's name, address, Policy and Certificate number.

#### **ARTICLE XVII. GOVERNING LAW**

- A. This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction over any and all matters and disputes is exclusive in the courts, both local and federal, sitting in the United States Virgin Islands.
- B. CIGNA covenants that it has familiarized itself with the applicable provisions of Title 22, Virgin Islands Code.

#### **ARTICLE XVIII. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### **ARTICLE XIX. AUTHORITY**

Each party warrants and represents that it is authorized to enter into this Agreement and agrees to be bound by the terms herein. The parties further warrant and represent that the persons signing on their behalf are representatives of the entity with proper and sufficient authority to bind the entity to the terms of this Agreement.

**ARTICLE XX. CONDITION PRECEDENT**

This Agreement is subject to the availability and appropriation of funds and to the approval of the Governor and the Virgin Islands Legislature.

**ARTICLE XXI. NON-DISCRIMINATION**

No person shall be excluded from being offered participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Policies on account of race, creed, color, sex, religion, national origin or disability; provided that, where applicants are required to submit evidence of good health, CIGNA shall be permitted to make underwriting determinations in accordance with applicable legal requirements.

**ARTICLE XXII. CONFLICT OF INTEREST**

CIGNA covenants that it is:

- (1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis).

**ARTICLE XXIII. ENTIRE AGREEMENT**

This Agreement shall include: (i) this Agreement and Addenda attached thereto, (ii) the Request for Proposals and any amendments thereto, and (iii) CIGNA's proposal submitted in response to the RFP, which are incorporated herein by reference. This Agreement and the Policies constitute the complete understanding and agreement of the parties. There are no other representations, covenants or understandings other than those included or incorporated herein by reference. This Agreement shall not be amended, changed or modified except if done in writing and fully executed by the parties. In the event of a conflict in language among the documents referenced above and the Policies, the provisions and requirements of the Policies shall govern, followed in priority order by this Agreement and the other Addenda to the Agreement, the Request for Proposals, and then CIGNA's response to the RFP.

**ARTICLE XXIV. NOTICES**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Employer

Chief, Group Insurance program  
Virgin Islands Division of Personnel



3438 Kronprindsens Gade  
GERS Complex, 3rd Floor  
St. Thomas, Virgin Islands 00802

CIGNA

Legal Department, Cigna Supplemental Health  
Solutions  
900 Cottage Grove Road  
Bloomfield, Connecticut 06002

**ARTICLE XXVI. DEBARMENT CERTIFICATION**

By execution of this Agreement, CIGNA certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. In the event CIGNA misrepresents its eligibility to receive contract awards using federal funds, CIGNA may be terminated for cause forthwith or at such future date as Employer may specify and CIGNA agrees that it shall not be entitled to payment for any coverage performed under this Agreement.

**ARTICLE XXVII. FALSE CLAIMS**

CIGNA warrants that it shall not, with respect to this Agreement, make or present any claim upon or against a subscriber or Employer, knowing such claim to be false, fictitious or fraudulent. CIGNA acknowledges that making such a false, fictitious, or fraudulent claim is an offense under U.S. Virgin Islands law.

**ARTICLE XXVIII. COUNTERPARTS, FACSIMILE, and ELECTRONIC FILING**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree that documents, including this Agreement, may be transmitted electronically and by facsimile and that executed electronic and facsimile documents, including this Agreement, shall be deemed an original and shall be binding on the party executing said document.

**ARTICLE XXIX. RETENTION OF RECORDS AND ACCESS BY GOVERNMENT AGENCIES**

Employer's sole financial obligation shall be the collection and payment of premiums for insurance coverage provided by the Policies.

**ARTICLE XXX. CONTINGENT FEE PROHIBITED**

CIGNA warrants that it has not employed or retained any individual, corporation, partnership or other entity, other than a bona fide employee or agent working for CIGNA to solicit or secure this Agreement, and that it has not paid or agreed to pay any individual.



corporation, partnership or other entity, other than a bona fide employee or agent any fee or other consideration contingent on the making of this Agreement.

#### **ARTICLE XXXI. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

#### **ARTICLE XXXII. DEFINITIONS**

“Benefit Program” is the program of benefits for Group Critical Illness, Group Hospital Care, and Group Accidental Injury as set forth in the Policies. Each of these Policies includes a DESCRIPTION OF COVERAGE & BENEFITS that describes the type of benefit provided; and a SCHEDULE OF BENEFITS that outlines the value of the benefit to be provided for each Policy, by class.

- “Premium Due Date” is the 1<sup>st</sup> day of each calendar month following the month of Policy coverage.
- “Subscriber” means an active employee eligible for coverage or the eligible dependent of an employee eligible for coverage whose coverage under the Benefit Program has become effective.

#### **ARTICLE XXXIII. OBLIGATIONS OF THE EMPLOYER**

- A. The Employer shall pay premiums to CIGNA in accordance with the Policies.
- B. The Employer will notify CIGNA in writing of any changes the Employer desires to be made to the Benefit Program at least 60 days prior to the proposed effective date of the changes.

Such changes must be agreed to by CIGNA before they become effective. There may be an additional charge for such changes and such changes are subject to CIGNA’s underwriting practices and guidelines.

- C. The Employer will provide to CIGNA a complete and current listing of all Subscribers under the Benefit Program, in a form and medium agreed to by the parties. The Employer will also provide notice, in a form and medium agreed to by the parties, in advance of any additions to or subtractions from the listing by forwarding electronic eligibility data to CIGNA for the affected individual that includes the nature of the change and the effective date of the change. CIGNA will rely on the listing and changes to the listing. The Employer agrees that this listing may be subject to audit and

verification by CIGNA. Audits may be performed during business hours after at least seven (21) days' notice.

- D. The Employer may distribute forms for enrollment in the Benefit Program, which have been agreed to by the parties, to those members who are eligible for coverage under the Benefit Program. The Employer will forward to CIGNA, in a medium agreed to in advance by the parties, including electronically, completed forms. Clerical errors or delays in recording or reporting dates will not:
- invalidate coverage which would otherwise be in force; and
  - continue coverage which would otherwise terminate.

Upon discovery of errors or delays, an equitable adjustment of charges will be made and reported on the next month's electronic eligibility file, and adjusted payment correspondingly made by Employer

The Employer and CIGNA acknowledge that the written consent of Subscribers may be required by statute before the release of confidential medical information necessary to substantiate the payment of benefits. CIGNA shall furnish forms for such authorizations and shall maintain records of such authorizations.

#### **ARTICLE XXXIV. OBLIGATIONS OF CIGNA**

- A. CIGNA will review, evaluate, adjudicate, process, determine whether benefits are due regarding, and pay or not pay claims for benefits under the Benefit Program covered and incurred during the term of the applicable Policy for subscribers pursuant to the group Policies.
- B. CIGNA will provide the Employer with the claims reports of the types and with the frequencies set forth pursuant to ARTICLE VI. CIGNA may adjust all such information provided to the Employer to prevent the disclosure of the identity of any Subscriber or other patient who is the subject of the information.
- C. As provided in this Agreement, CIGNA will prepare a booklet(s) as outlined in ARTICLE V summarizing the benefits available to Subscribers under the Benefit Program.
- D. CIGNA will maintain current individual claim records on all Subscribers.

#### **ARTICLE XXXV. CONFIDENTIAL & HEALTH INFORMATION**

- A. During and after the term of this Agreement the Employer will not release and will protect all Confidential Information that it receives or



becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement except pursuant to:

- Virgin Islands or U.S. federal laws and regulations;
- court order;
- this Agreement;
- another agreement between the parties specifically regarding the subject matter of this Paragraph;
- and as necessary to establish and maintain the Benefit Program.

B. As used in this Article, "Confidential Information" includes, but is not limited to, the business practices, strategies, developments, know-how, procedures, methods, methodologies, and systems used by CIGNA to conduct its business, to process claims, and to otherwise administer the Benefit Program.

C. If the Employer releases Confidential Information contrary to the terms of this Article, the Employer will take all steps necessary to assure that the person to whom the Confidential Information is released does not release and does protect the Confidential Information.

D. During and after the term of this Agreement the Employer will not release and will protect all Health Information that it receives or becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement except pursuant to:

- Virgin Islands or U.S. federal laws and regulations;
- court order;
- this Agreement;
- another agreement between the parties specifically regarding the subject matter of this Paragraph;
- and as necessary to establish and maintain the Benefit Program.

E. "Health Information" means any information that is created or received by a health care provider, the Employer, or CIGNA and relates to:

- the past, present, or future physical or mental condition of an individual;
- the provision of health care to an individual; or
- the past, present, or future payment for the provision of health care to an individual.

This definition shall include any additional information which may be defined as Health Information by any Virgin Islands or U.S. laws or regulations.



- F. During and after the term of this Agreement, the Employer will not release and will protect all Health Information unless released pursuant to applicable Virgin Islands and U.S. laws or regulations. Releases of such information may require the consent of the individual who is the subject of the information and improper releases may be subject to penalty.
- G. To the extent permitted by applicable law, the Employer will indemnify, hold harmless and release CIGNA, its directors, officers, employees, subcontractors, principals, and agents (CIGNA) against any and all liabilities, losses, obligations, risks expenses (including attorneys' fees), costs, damages, and judgments, and against any and all claims and actions actually or allegedly based upon, arising out of, or in any way connected with:
- CIGNA's disclosure of Health Information to the Employer or any agent of the Employer; or
  - disclosure or use of Health Information by the Employer or agent, regardless of the source of the Health Information.
- H. To the extent permitted by applicable law, CIGNA will indemnify, hold harmless and release the Employer, its directors, officers, employees, subcontractors, principals, and agents (the Employer) against any and all liabilities, losses, obligations, risks expenses (including attorneys' fees), costs, damages, and judgments, and against any and all claims and actions actually or allegedly based upon, arising out of, or in any way connected with:
- The Employer's disclosure of Health Information to CIGNA or any agent of the Employer; or
  - disclosure or use of Health Information by CIGNA or agent, regardless of the source of the Health Information.
- I. If any applicable law or regulation is enacted, or a decision of a regulatory agency or judicial body is issued which prohibits CIGNA from disclosing Health Information, CIGNA shall be relieved of its obligations under this Agreement, to the extent required by the law or decision.
- J. The obligations of this Article shall survive the termination or expiration of this Article or the Agreement.

**ARTICLE XXXVI. HEADINGS NOT CONTROLLING**

Section headings in this Agreement are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of this Agreement.



**ARTICLE XXXVII. OWNERSHIP**

The Employer shall retain ownership and property interest in any of its pre-existing intellectual property and pre-existing work products.

**ARTICLE XXXIII. FORCE MAJEURE.**

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.

IN WITNESS WHEREOF the parties through their authorized representative set their signatures on the day and year indicated.

Witness:

  
Jennifer Jeffreys

Cigna Health and Life Insurance Company

  
Date: 01/28/2003  
Marc A. Jeffreys  
Vice President – Supplemental Health Solutions

Witness:



Government of the Virgin Islands Health Insurance Board of Trustees

  
Date: 9-7-2023  
Beverly A. Joseph, Chairperson

Witness:

Virgin Islands Port Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
David Hall, Ph.D., President

Cigna's Initials 

**ARTICLE XXXVII. OWNERSHIP**

The Employer shall retain ownership and property interest in any of its pre-existing intellectual property and pre-existing work products.

**ARTICLE XXXIII. FORCE MAJEURE.**


Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.

IN WITNESS WHEREOF the parties through their authorized representative set their signatures on the day and year indicated.

Witness:

  
Jennifer Jeffreys

Cigna Health and Life Insurance Company

  
Date: 02/28/2003  
Mark A. Jeffreys  
Vice President – Supplemental Health Solutions

Witness:

\_\_\_\_\_

Government of the Virgin Islands Health Insurance Board of Trustees

\_\_\_\_\_ Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

Witness:

  
Mariath Hodge

Virgin Islands Port Authority

  
Date: 9/8/03  
Carlton Dowe, Executive Director

Witness:

\_\_\_\_\_

University of the Virgin Islands

\_\_\_\_\_ Date: \_\_\_\_\_  
David Hall, Ph.D., President

**ARTICLE XXXVII. OWNERSHIP**

The Employer shall retain ownership and property interest in any of its pre-existing intellectual property and pre-existing work products.

**ARTICLE XXXIII. FORCE MAJEURE.**

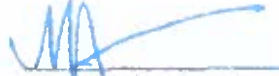
Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.

IN WITNESS WHEREOF the parties through their authorized representative set their signatures on the day and year indicated.

Witness:

  
Jennifer Jeffreys

Cigna Health and Life Insurance Company



Marc A. Jeffreys  
Vice President – Supplemental Health Solutions

Date: 2/28/2023

Witness:

\_\_\_\_\_

Government of the Virgin Islands Health Insurance Board of Trustees

\_\_\_\_\_ Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

Witness:

\_\_\_\_\_


Virgin Islands Port Authority

\_\_\_\_\_ Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness:



University of the Virgin Islands

  
David Hall, Ph.D., President

Date: 9/7/2023

Witness:

Frederiksted Health Care, Inc.

Cherene-Prescott Charles  
9/9/23

[Signature] Date: 9/7/2023  
Masserae Sprauve-Webster,  
Chief Executive Officer

Approved as to Legal Sufficiency  
Department of Justice

By: [Signature]  
Assistant Attorney General

Date: 9/8/23

Approved:

[Signature]  
Honorable Albert Bryan Jr.  
Governor of the Virgin Islands

Date: 9/14/23

Approved:

Novelle E. Francis, Jr., President  
President, 35<sup>th</sup> Legislature of the  
Virgin Islands

Date: \_\_\_\_\_

**ADDENDUM 1-A  
GROUP CRITICAL ILLNESS POLICY  
BENEFIT PROGRAM**

This Addendum is to address the benefit provisions for the Agreement between the Employer and Cigna.

The Agreement between the Employer and Cigna contemplates the issuance of a group benefit policy, including a certificate of insurance that describes the benefits under the policy that sets forth the terms of the benefits under the Agreement. Cigna will provide a final group benefit policy (the "Policy") as of the effective date as of the Agreement, and such Policy shall be incorporated herein by reference as if set forth in full in this Addendum.

The benefits as more fully summarized and specified are contained in the Certificate of Insurance and is provided to each participant in Employer's health benefit plan.

In the event of a conflict between the Agreement, this Addendum, and the Policy, the provisions and requirements of the Policy shall govern.



**ADDENDUM 1-B  
GROUP HOSPITAL CARE POLICY  
BENEFIT PROGRAM**

This Addendum is to address the benefit provisions for the Agreement between the Employer and Cigna.

The Agreement between the Employer and Cigna contemplates the issuance of a group benefit policy, including a certificate of insurance that describes the benefits under the policy that sets forth the terms of the benefits under the Agreement. Cigna will provide a final group benefit policy (the "Policy") as of the effective date as of the Agreement, and such Policy shall be incorporated herein by reference as if set forth in full in this Addendum.

The benefits as more fully summarized and specified are contained in the Certificate of Insurance and is provided to each participant in Employer's health benefit plan.

In the event of a conflict between the Agreement, this Addendum, and the Policy, the provisions and requirements of the Policy shall govern.



**ADDENDUM 1-C  
GROUP ACCIDENTAL INJURY POLICY  
BENEFIT PROGRAM**

This Addendum is to address the benefit provisions for the Agreement between the Employer and Cigna.

The Agreement between the Employer and Cigna contemplates the issuance of a group benefit policy, including a certificate of insurance that describes the benefits under the policy that sets forth the terms of the benefits under the Agreement. Cigna will provide a final group benefit policy (the "Policy") as of the effective date as of the Agreement, and such Policy shall be incorporated herein by reference as if set forth in full in this Addendum.

The benefits as more fully summarized and specified are contained in the Certificate of Insurance and is provided to each participant in Employer's health benefit plan.

In the event of a conflict between the Agreement, this Addendum, and the Policy, the provisions and requirements of the Policy shall govern.



**ADDENDUM NO. 2**  
**Impact of Legislation**

Whereas, it is possible that legislation may be enacted that directly affects the administration of the Agreement or the Policies in ways that also may affect the cost of the Benefit Programs; and

Whereas, the parties agree that Cigna should not be subjected to unexpected changes in the Benefit Programs that will result in higher costs without an opportunity to adjust the premium rates quoted;

Therefore the parties agree as follows:

1. Cigna is permitted to review its premium rates should legislation be enacted, or regulations adopted, after the signing of the Agreement and prior to the anniversary date of the Agreement which requires changes in the way the Benefit Programs are administered, or in the benefit structure of the Benefit Programs, and for which the premium rates quoted by Cigna do not provide. Such legislation includes but is not limited to legislation that:
  - a. changes the way claims are processed;
  - b. affects the way Cigna may contract with providers, including Cigna's right to do business with any particular provider or group of providers;
  - c. requires changes in the amount providers may be reimbursed;
  - d. mandates benefits or services that must be covered or the level of coverage to be provided;
  - e. introduces any other requirement that materially affects the cost of the Benefit Programs.
2. Cigna shall notify Employer of the results of its review within 90 days after the adoption of such legislation or regulations.
3. Cigna may adjust the premium rates quoted to the Employer to reflect changes in costs due to any statutory or regulatory requirements.
4. Such changes in rates shall be effective for the next billing period after the date on which Cigna submits the rate changes to the Employer except however:
  - a. the rate changes shall not be effective before the effective date of the statute or regulation,



- b. such changes in rates shall not be effective prior to their being presented to Employer by Cigna unless the effective date of the statute or regulation predates the rate changes being presented and Cigna is completed to comply with the statute or regulation at this earlier date.
5. Cigna has the right to review its rates during the first 90 days after the effective date of the Agreement to determine if legislation passed after Cigna signed the Agreement has an effect on the Agreement sufficient to cause an impact on the premium rates attached to the Agreement.



Company #: 1115867

**GOVERNMENT OF THE VIRGIN ISLANDS  
OF THE UNITED STATES  
OFFICE OF THE LIEUTENANT GOVERNOR  
Division of Banking, Insurance, and Financial Regulation**

**Certificate of Authority**

This is to certify that in accordance with the Virgin Islands Code, which provides for the regulation of the business of Insurance in the Virgin Islands,

**CIGNA Health and Life Insurance Company**

900 Cottage Grove Road Bloomfield CT 06002

having filed all the documents required by law and having otherwise complied with the applicable insurance laws of the U.S. Virgin Islands is hereby authorized to transact the type(s) of insurance listed below:

Life  
Accident  
Health  
Annuities

NOW, THEREFORE, I **Tregenza A. Roach Esq.** Lieutenant Governor and Commissioner of Insurance, pursuant to the authority vested in me in Section 209 of the Title 22 Virgin Islands Code, hereby issue this Certificate Of Authority which authorizes said Company to transact the type(s) of insurance set forth above.

This certificate is valid from January 01, 2023 to December 31, 2023. Renewal of this Certificate is required annually upon expiration on the 31st day of December, and it may be suspended or revoked as provided in Section 212 of Title 22 Virgin Islands Code.

Given under the Seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas.



**TREGENZA A. ROACH ESQ.**  
Lieutenant Governor / Insurance Commissioner



**SECRETARY'S CERTIFICATE**

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**

The undersigned, a duly elected Assistant Secretary of Cigna Health and Life Insurance Company (the "Company"), does hereby represent and certify that the following resolution was adopted by the Board of Directors of the Company via Unanimous Written Consent dated March 25, 2019 and such resolution remains in full force and effect as of the date hereof, not having been amended, modified or rescinded since the date of its adoption:

**Execution of Documents**

RESOLVED, that any President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer, or their designees, be, and each of them hereby is authorized and empowered to enter into, execute, acknowledge and deliver, on behalf of the Company, any and all agreements, contracts, assignments, equipment leases, transfers, powers of attorney, and other written documents and instruments and amendments or changes to any such documents or instruments that they, or any of them, may deem necessary or desirable in connection with the regular and ordinary business activities of the Company, including but not limited to entering into contracts and incurring liabilities with respect to the purchase of goods and services on behalf of the Company in the ordinary course of its business.

It is hereby further certified that Marc Jeffreys is a Vice President of the Company having been elected by the Board of Directors of the Company on February 3, 2022.

IN WITNESS WHEREOF, I hereunto set my hand on this 14th day of March, 2022.

Susan M. Metrow  
Susan M. Metrow, Assistant Secretary



**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
GESC/HEALTH INSURANCE  
BOARD OF TRUSTEES**

P.O. Box 11177  
St. Thomas, Virgin Islands 00801

August 28, 2023

Honorable Albert Bryan Jr.  
Governor of the Virgin Islands  
Government House  
Nos. 21-22 Kongens Gade  
St. Thomas, VI 00802

**RE: Justification Letter - GESC/Health Insurance Board of Trustees - CIGNA Voluntary  
Worksite Products effective October 1, 2023**

Dear Governor Bryan:

The Government Employees Service Commission (GESC) Health Insurance Board of Trustees ("Board") acting as the sole body overseeing the operation of the Government employees' health and other benefit plans, effective October 1, 2019, as part of CIGNA's medical renewal offer, the Board agreed to offer their voluntary worksite products to active employees to purchase at their own expense for: Accidental Injury, Critical Illness, and Hospital Care. Active employees can enroll in these products during open enrollment based upon the needs of themselves and their families. There is no cost to the Board nor the Government to offer these products.

There will be no change to the cost of the voluntary worksite insurance products for the upcoming fiscal year nor will there be any changes to the benefits offered.

Since we are recommending renewing our medical coverage with Cigna, The Board believes it was able to obtain the overall lowest cost for employees, while maintaining a viable benefit offering.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beverly A. Joseph".

Beverly A. Joseph  
Chairperson, GESC/Health Insurance Board of Trustees

pc: GESC Health Insurance Board Members

Cindy Richardson, Director of Personnel  
Valerie Clarke-Daley, Chief, Group Health Insurance  
Ian S.A. Clement, Assistant Attorney General, Solicitor General Division  
Gehring Group Consultant

**Government of The United States Virgin Islands**  
**Accidental Injury Insurance Policy Proposal**  
**Effective Date: October 1, 2023**



	Accidental Injury Plan 1	Accidental Injury Plan 2
<b>Initial Care &amp; Emergency Care</b>	<i>Plan Pays Fixed Benefit Below</i>	<i>Plan Pays Fixed Benefit Below</i>
Emergency Care Treatment	\$100 (1 per accident)	\$200 (1 per accident)
Physician Office Visit	\$50 (1 per accident)	\$100 (1 per accident)
Diagnostic Exam (x-ray or lab)	\$10 (1 per accident)	\$50 (1 per accident)
Ground/Water Ambulance	\$300 (nearest hospital)	\$400 (nearest hospital)
Air Ambulance	\$1,200 (1 per accident)	\$1,400 (1 per accident)
Follow-Up Physician Office Visit	\$25 (10 visits per accident)	\$50 (10 visits per accident)
Follow-Up Physical Therapy Visits	\$25 (10 visits per accident)	\$50 (10 visits per accident)
<b>Hospitalization</b>	<i>Plan Pays Fixed Benefit Below</i>	<i>Plan Pays Fixed Benefit Below</i>
Hospital Admission	\$500 (1 per accident)	\$1,000 (1 per accident)
Hospital Stays	\$100 per day (365 days maximum)	\$200 per day (365 days maximum)
Intensive Care Unit Stay	\$200 per day (365 days maximum)	\$400 per day (365 days maximum)
Physical Therapy	\$25	\$50
Accident Follow Up Treatment	Physician Visit \$50	Physician Visit \$75
<b>Fractures/Dislocations (Sample Listing)</b>	<i>Non-Surgical / Surgical</i>	<i>Non-Surgical / Surgical</i>
Skull/Hip/Thigh/Pelvis	\$2,000 / \$4,000	\$4,000 / \$8,000
Upper Arm/Shoulder/Collarbone/Leg	\$500 / \$1,000	\$1,000 / \$2,000
Ankle/Kneecap/Lower Arm/Foot/Hand	\$400 / \$800	\$800 / \$1,600
Jaw/Face/Nose/Vertebral Processes	\$300 / \$600	\$600 / \$1,200
Ribs (2 ribs maximum)/Coccyx	\$100 / \$200	\$200 / \$400
Finger/Toe (2 digits maximum)	\$50 / \$100	\$100 / \$200
Multiple Fractures	200% of the single fracture benefit	200% of the single fracture benefit
<b>Enhanced Accident Benefits</b>	<i>Plan Pays Fixed Benefit Below</i>	<i>Plan Pays Fixed Benefit Below</i>
Burns (2nd/3rd degree) (20% or more)	\$750 / \$7,500	\$1,000 / \$10,000
Lacerations (based on size)	\$50 - \$400	\$100 - \$600
General Anesthesia	\$50	\$100
Abdominal or Thoracic Surgery	\$1,000	\$1,250
Ruptured Disc Surgery	\$500	\$750
Eye Injury Surgery	\$200	\$400
Emergency Dental (2 maximum)	\$100	\$150
Coma	\$5,000	\$10,000
Paralysis (Paraplegia / Quadriplegia)	\$1,000 / \$2,000	\$5,000 / \$10,000
Transportation (100+ miles one-way)	\$400	\$400
Family Lodging (100+ miles one-way)	\$100 per day (30 days maximum)	\$150 per day (30 days maximum)
<b>Accidental Death &amp; Dismemberment</b>	<i>Spouse 50% &amp; Children 25% of Benefit Shown</i>	<i>Spouse 50% &amp; Children 25% of Benefit Shown</i>
Loss of Life	\$25,000	\$50,000
Common Carrier Accidental Death	\$75,000	\$100,000
Loss of Eyes/Hands/Arms/Feet/Legs	\$20,000	\$30,000
Speech & Hearing in Both Ears	\$20,000	\$30,000
Speech or Hearing in One Ear	\$10,000	\$15,000
Loss of One Member (Hand/Arm/Leg/Foot)	\$10,000	\$15,000
<b>Wellness Screening</b>	<b>\$50 per year</b>	<b>\$50 per year</b>
<b>Premium (Bi-Weekly) (36-month Guarantee)</b>	<i>Guaranteed Issue</i>	<i>Guaranteed Issue</i>
Employee Only	\$5.55	\$7.02
Employee + Spouse	\$8.39	\$10.74
Employee + Children	\$9.55	\$12.34
Employee + Family	\$12.39	\$16.05

**Government of The United States Virgin Islands  
Critical Illness Insurance Policy Proposal  
Effective Date: October 1, 2023**



Summary of Benefits		
<b>Benefit Amount</b>		
Employee	\$20,000	
Spouse	\$10,000	
Child (Birth to 26; 26+ if disabled)	\$10,000	
Initial Critical Illness Benefit	Pays the lump sum benefit direct to the insured. Each covered condition will be payable one time per person, subject to a maximum lifetime limits. A 180 day separation period between the dates of diagnosis is required per condition.	
Recurrence Critical Illness Benefit	Benefits will be paid for the diagnosis of a subsequent and same covered condition that has already received a benefit payout under this policy after a 12 month separation period from the previous diagnosis, subject to maximum lifetime limits.	
Skin Cancer Benefits	Pays a flat dollar amount. See below for Benefit Amount.	
Maximum Lifetime Benefit	\$100,000 (does not apply to Skin Cancer or Optional Benefits)	
<b>Coverage Amounts</b>	<i>Initial Benefit</i>	<i>Recurrence Benefit</i>
<b>Cancer</b>		
Invasive Cancer	100%	100%
Carcinoma in Situ	25%	25%
Skin Cancer	\$250 (1 per lifetime)	\$0
<b>Vascular</b>		
Heart Attack	100%	100%
Stroke	100%	100%
Coronary Artery Disease	25%	25%
<b>Nervous System</b>		
Advanced Alzheimer's Disease	25%	\$0
ALS	25%	\$0
Parkinson's Disease	25%	\$0
Multiple Sclerosis	25%	\$0
<b>Other Conditions</b>		
Benign Brain Tumor	100%	100%
Blindness	100%	\$0
Coma	25%	25%
End-Stage Renal (Kidney) Disease	100%	100%
Major Organ Failure	100%	100%
Paralysis	100%	100%
<b>Wellness Screening</b>	<b>\$50 per year</b>	<b>\$50 per year</b>
<b>Premium (Bi-Weekly) (36-Month Guarantee)</b>	<b>Guaranteed Issue</b>	<b>Guaranteed Issue</b>
<b>Attained Age as of Policy Year</b>	<b>Employee Only</b>	<b>Employee &amp; Family</b>
0-24	\$3.55	\$5.46
25-29	\$4.05	\$6.17
30-34	\$5.40	\$8.08
35-39	\$7.58	\$11.32
40-44	\$9.76	\$14.58
45-49	\$13.66	\$20.81
50-54	\$18.46	\$29.00
55-59	\$24.70	\$36.13
60-64	\$30.69	\$49.61
65-69	\$37.31	\$59.87
70-74	\$51.87	\$82.40
75-79	\$69.81	\$108.11
80-84	\$84.87	\$132.17
85+	\$115.73	\$179.55

**Government of The United States Virgin Islands**  
**Hospital Care Insurance Policy Proposal**  
**Effective Date: October 1, 2023**



	Hospital Care Plan 1	Hospital Care Plan 2
<b>Hospitalization Benefits</b>	<i>Plan Pays Fixed Benefit Below</i>	<i>Plan Pays Fixed Benefit Below</i>
Hospital Admission	\$500 (1 benefit every 365 days)	\$1,000 (1 benefit every 365 days)
Chronic Condition Admission	\$50 (1 benefit every 90 days)	\$50 (1 benefit every 90 days)
Hospital Stay	\$100 per day (30 days maximum, 1 benefit every 90 days)	\$100 per day (30 days maximum, 1 benefit every 90 days)
Hospital Intensive Care Unit Stay	\$200 per day (30 days maximum, 1 benefit every 90 days)	\$200 per day (30 days maximum, 1 benefit every 90 days)
Hospital Observation Stay	\$100 per day (24 hour elimination period, 72 hours max)	\$100 per day (24 hour elimination period, 72 hours max)
Air Ambulance	\$1,200 (1 per accident)	\$1,400 (1 per accident)
Follow-Up Physician Office Visit	\$25 (10 visits per accident)	\$50 (10 visits per accident)
Follow-Up Physical Therapy Visits	\$25 (10 visits per accident)	\$50 (10 visits per accident)
<b>Wellness Screening</b>	<b>\$50 per year</b>	<b>\$50 per year</b>
<b>Premium (Bi-Weekly) (36-month Guarantee)</b>	<i>Guaranteed Issue</i>	<i>Guaranteed Issue</i>
Employee Only	\$7.12	\$9.68
Employee + Spouse	\$13.79	\$18.84
Employee + Children	\$12.59	\$16.57
Employee + Family	\$19.26	\$25.73





## IT'S SMOOTH SAILING.\*

In case it isn't, Cigna Supplemental Health insurance plans are here for you.

Life doesn't announce surprises. By signing up for Cigna's Accidental Injury, Critical Illness and Hospital Care insurance, you can supplement your health plan. It can provide you and your family with the coverage and additional financial protection you may need for expenses associated with an unplanned covered accident, illness or hospitalization. It can help you bounce back physically, emotionally, and financially. And that's a feeling we want for you every day.

### HERE'S HOW IT WORKS

- › **Cash benefit paid directly to you.<sup>1</sup>** No copays, deductibles, coinsurance, or network requirements.
- › **Use the money however you want.** Pay for costs, such as medical copays and deductibles, travel to see a specialist, child care, help around the house, alternative treatments and more. It's up to you.
- › **Cost-effective coverage.** By signing up through your employer, you get coverage at a low group rate.
- › **Get it and forget it.** Your premium can be easily deducted from your paycheck. Plus, through Cigna's Simple File<sup>2</sup> feature, Auto compare<sup>2</sup> carefully reviews Cigna medical claims and automatically reminds you to submit your eligible Supplemental Health insurance claims.
- › **Take it with you.** You may be able to take your coverage with you if you leave your employer - benefits won't change if you port your coverage.<sup>3</sup>

### PERSONALIZED RECOVERY SUPPORT FOR BODY AND MIND.

In addition to extra financial protection, Cigna Accidental Injury, Critical Illness and Hospital Care (indemnity) insurance delivers:

- › **Assistance to help you recover physically.<sup>4</sup>** Tools and resources to find the right care at the right cost - plus discounts on recovery services.
- › **Additional services to help you recover emotionally.<sup>4</sup>** Free expert legal and financial counseling, including money coaching.

\*We really hope it is.



Together, all the way.®

Distributed by: Operating subsidiaries of Cigna Corporation. Insurance benefits are underwritten by Life Insurance Company of North America or Cigna Life Insurance Company of New York.

## SEE THE VALUE

Even with medical coverage, you may still have out-of-pocket medical costs, such as copays and coinsurance, as well as indirect living expenses.



Jack dislocated his knee and fractured his wrist from a bike accident.<sup>5</sup>

### Accidental Injury Benefit

• Doctor's office visit	\$50
• Diagnostic exam (X-ray)	\$10
• Dislocated knee	\$2,000
• Fractured wrist	\$400
• Follow-up appointment	\$25
• Five physical therapy sessions	\$125

**Accidental Injury coverage paid: \$2,610**



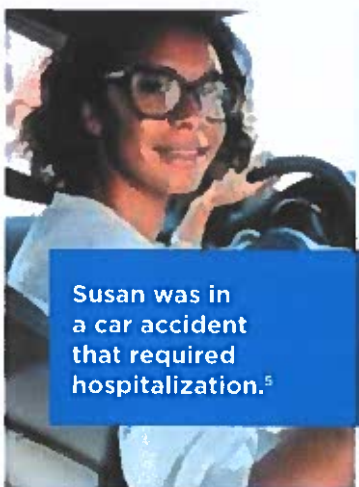
Marco had a heart attack while raking leaves.<sup>5</sup>

### Critical Illness

Consider possible expenses that may occur as a result of a heart attack diagnosis

- Deductible, coinsurance and copays
- Transportation
- Room and board
- Daycare
- Alternative treatments

**Critical Illness coverage paid: \$10,000**



Susan was in a car accident that required hospitalization.<sup>5</sup>

### Hospital<sup>6</sup> Care

• Hospital admission	\$500
• Hospital ICU stay (1 day)	\$200
• Hospital stay (3 days)	\$300

**Hospital Care coverage paid: \$1,000**

## SEE THE VALUE

Even with medical coverage, you may still have out-of-pocket medical costs, such as copays and coinsurance, as well as indirect living expenses.



Jack dislocated his knee and fractured his wrist from a bike accident.<sup>5</sup>

### Accidental Injury Benefit

• Doctor's office visit	\$100
• Diagnostic exam (X-ray)	\$50
• Dislocated knee	\$3,000
• Fractured wrist	\$800
• Follow-up appointment	\$50
• Five physical therapy sessions	\$250

**Accidental Injury coverage paid: \$4,250**



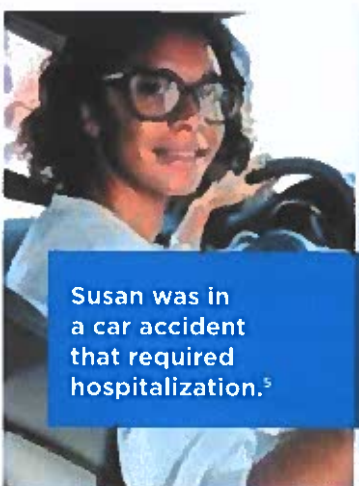
Marco had a heart attack while raking leaves.<sup>5</sup>

### Critical Illness

Consider possible expenses that may occur as a result of a heart attack diagnosis

- Deductible, coinsurance and copays
- Transportation
- Room and board
- Daycare
- Alternative treatments

**Critical Illness coverage paid: \$10,000**



Susan was in a car accident that required hospitalization.<sup>5</sup>

### Hospital\* Care

• Hospital admission	\$1,000
• Hospital ICU stay (1 day)	\$200
• Hospital stay (3 days)	\$300

**Hospital Care coverage paid: \$1,500**

## EASY WAYS TO FILE A CLAIM

Choose the option that's easiest for you.



**Phone:** Call **800.754.3207** to speak with one of our dedicated customer service representatives.



**Online:** Visit **SuppHealthClaims.com**



**Fax:** Send documents to our fax line at **860.730.6460**



**Email:** Send scanned documents to **SuppHealthClaims@Cigna.com**



**Mail:** Send documents to:  
**Cigna Supplemental Health Solutions**  
P. O. Box 188028  
Chattanooga, TN 37422

## WHAT'S NOT COVERED

The following is general information about the exclusions and limitations that may apply to the benefits described. This is not a complete list of policy terms and conditions. Your actual policy may vary by plan design and location. See your plan documents for more information, including state-mandated benefits.

Depending on your plan, benefits may not be paid for an illness or injury that existed prior to the effective date of coverage. Age-based reduction of benefits and benefit waiting periods may also apply.

### Accidental Injury:

Benefits are only payable for covered injuries diagnosed and treated by a health care provider and resulting directly from a covered accident. Under most plans, treatment must begin within 90 days of the accident.

- **Physician office visit:** Limited to one benefit per accident. Excludes routine health examinations or immunizations, visits for behavioral or nervous disorders, or visits by a surgeon while confined to a hospital.
- **Diagnostic exam:** Limited to one benefit per accident.
- **Dislocation/fracture:** If there is more than one type of fracture or dislocation, only one benefit will be paid for each injury, whichever is greater.
- **Follow-up physician visit:** Limited to 10 visits per accident. Physician recommendation is required. All treatments must be completed within 365 days of the accident.
- **Physical therapy:** Limited to 10 visits per accident. Physician recommendation is required. All treatments must be completed within 365 days of the accident.

Benefits may not be paid for any loss that is the result of: Intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane; Commission or attempt to commit a felony or an assault; Declared or undeclared war or act of war; Active duty service in the military, naval or air force of any country or international organization; Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless taken as prescribed by a physician; Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant; Bungee jumping; parachuting; skydiving; parasailing; hang-gliding; Flight in, boarding or alighting from an aircraft or any craft designed to fly above the Earth's surface (except as a fare-paying passenger on a regularly scheduled commercial airline); Services or treatment rendered by a health care professional who is employed, retained by, related to, or living with the covered person; providing homeopathic, aroma-therapeutic or herbal therapeutic services; or Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof (except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food).

### Critical Illness:

Benefits are only payable for a covered critical illness diagnosed by a physician. The benefit amounts payable per condition or per lifetime may be limited depending on plan design. A "heart attack" requires confirmation by diagnostic testing. Examples include EKG or elevation of biochemical/cardiac enzyme markers.

Benefits may not be paid for any loss that is the result of: Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane; Commission or attempt to commit a felony or an assault; Declared or undeclared war or act of war; Active duty service in the military, naval or air force of any country or international organization (Reserve or National Guard active duty training extending beyond 31 days); Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless taken as prescribed by a physician; Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant; or A diagnosis not in accordance with generally accepted medical principles prevailing in the United States at the time of the diagnosis.

### Hospital Care Indemnity:

- **Hospital admission:** Benefits are payable once per day, limited to one day per admission and one benefit every 365 days. Covered person must be admitted as an inpatient to the hospital. Excludes treatment in an emergency room or provided on an outpatient basis, or for re-admission for the same covered injury or illness (including chronic conditions).
- **Hospital intensive care unit (ICU) stay and hospital stay:** Benefits are payable once per day, limited to 30 days and one benefit every 90 days. Stays within 90 days for the same/related injury or illness are considered one stay. Covered person must be admitted as an inpatient and confined to the hospital. If eligible for both benefits, only one benefit will be paid per day, whichever is greater.

Benefits may not be paid for any loss that is the result of: Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane; Commission or attempt to commit a felony or an assault; Declared or undeclared war or act of war; Active duty service in the military, naval or air force of any country or international organization (Reserve or National Guard active duty training extending beyond 31 days); Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless taken as prescribed by a physician; Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant; Services deemed by the insurer as not being medically necessary; Elective or cosmetic surgery; Dental surgery, unless due to accidental injury; or Services or treatment rendered by a person employed or retained by the covered person, providing homeopathic, aroma-therapeutic or herbal therapeutic services, living in covered person's household, or who is a parent, sibling, spouse or child of the covered person.



1. Benefits may be paid directly to anyone you designate, such as a hospital, upon assignment.
2. The Simple File process is based on a one-time assessment of the initial claim documentation for the primary claim. Any subsequent events would not be identified and the customer will need to submit a claim for any supplemental health benefits.
3. Under most plans, coverage is portable and ends at age 100. Review your plan documents for details.
4. **These programs are NOT insurance and do not provide reimbursement for financial losses.** Some restrictions may apply. Programs are provided through third-party vendors who are solely responsible for their products and services. Full terms, conditions and exclusions are contained in the applicable client program description, and are subject to change. Program availability may vary by plan type and location, and are not available where prohibited by law.
5. These are examples used for illustrative purposes only. Actual costs would vary. Actual coverage and benefit amounts will vary by policy design. Age-based reduction of benefits and benefit waiting periods may apply. Coverage is subject to all terms and conditions as specified in the group policy.
6. The term "Hospital" does not include a clinic, facility, or unit of a Hospital for: (1) rehabilitation, convalescent, custodial, educational, hospice, or skilled nursing care; (2) the aged, drug or alcohol addiction; or (3) a facility primarily or solely providing psychiatric services to mentally ill patients.

**THESE POLICIES PAY LIMITED BENEFITS ONLY. THEY ARE NOT COMPREHENSIVE HEALTH INSURANCE COVERAGE AND DO NOT COVER ALL MEDICAL EXPENSES. THIS COVERAGE DOES NOT SATISFY THE "MINIMUM ESSENTIAL COVERAGE" OR INDIVIDUAL MANDATE REQUIREMENTS OF THE AFFORDABLE CARE ACT (ACA). THIS COVERAGE IS NOT MEDICAID OR MEDICARE SUPPLEMENT INSURANCE.**

Product availability may vary by location and plan type and is subject to change. All group insurance policies and group benefit plans may contain exclusions, limitations, reduction of benefits, and terms under which the policy may be continued in force or discontinued. Benefit waiting periods may apply. For costs and complete details of coverage, contact your Cigna representative.

Accidental Injury, Critical Illness and Hospital Care plans or insurance policies are distributed exclusively by or through operating subsidiaries of Cigna Corporation, are administered by Cigna Health and Life Insurance Company and are insured by Life Insurance Company of North America, except in NY, where insured plans are offered by Cigna Life Insurance Company of New York (New York, NY). Policy forms: Accidental Injury - GAI-00-1000, GAI-20-1000 OR et al; Critical Illness - GCI-00-1000, GCI-02-1000, GCI-00-0000 OR, GCI-02-0000 OR et al; Hospital Care (Indemnity) - GHIP-00-1000, GHIP-00-1000 OR, GHIP-01-1000, GHIP-1 Z-1000 et al. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Cigna Life Insurance Company of New York and Life Insurance Company of North America are not affiliates of Cigna and the name "Cigna Life Insurance Company of New York" is used under a license granted to Cigna Life Insurance Company of New York.

# CERTIFICATE OF REDOMESTICATION

## INSURANCE COMPANY REDOMESTICATION TO CONNECTICUT

Office of the Secretary of the State

**MAILING ADDRESS:**  
Commercial Recording Division  
Connecticut Secretary of the State  
P.O. Box 150470  
Hartford, CT 06115-0470  
860-509-6003

**DELIVERY ADDRESS:**  
Commercial Recording Division  
Connecticut Secretary of the State  
30 Trinity Street  
Hartford, CT 06106  
860-509-6003

*Certificate of Authorization from Insurance Commissioner and a certified copy of the original Articles of Incorporation must be filed with this certificate.*

**FEE: \$100.00 (plus franchise tax)**

Space For Office Use Only

Make Checks Payable To "Secretary of the State"

FILING #0004114403 PG 01 OF 30 VOL B-01379  
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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

**1. NAME OF INSURANCE COMPANY:**

Alta Health & Life Insurance Company

**2. CHARTER HISTORY OF CORPORATION (including date and place of incorporation, name change information and information regarding change of domicile state):**

The corporation was originally incorporated on May 2, 1963 as "Orange State Life Insurance Company" under the laws of the State of Florida. On June 15, 1982, the corporation's name was changed to "Home Life Financial Assurance Corporation." On August 1, 1994, the corporation transferred its state of domicile from the State of Florida to the State of Ohio. On March 21, 1996, the corporation changed its corporate name to "Anthem Health & Life Insurance Company" and it transferred its state of domicile from the State of Ohio to the State of Indiana. On July 19, 1999, the corporation's name was changed to "Alta Health & Life Insurance Company."

**3. APPROVALS:**

The corporation's redomestication to Connecticut was approved by the Insurance Commissioner of the State of

Indiana

(State from which corporation is redomesticating)

The corporation's redomestication was approved by the Insurance Commissioner of the State of Connecticut as demonstrated by such Commissioner's Certificate of Approval included herewith.

(Please reference an 8 1/2 X 11 attachment if additional space is needed)

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4. VOTE INFORMATION (check and complete A. or B.):

A. The insurance company has authority to issue capital stock. The resolution of redomestication was adopted by its board of directors and approved by its shareholders as follows (provide at minimum the total number of shareholder votes cast in favor of the resolution and the total number of votes cast against the resolution or if no shareholder approval was required, provide a statement to that effect):

The board of directors of the corporation, acting by unanimous written consent, duly adopted resolutions approving the redomestication. The sole shareholder of the corporation, also acting by unanimous written consent, duly approved the redomestication.

B. The corporation is a mutual insurance company. The resolution of redomestication was adopted by its board of directors and approved by its members as follows (provide at minimum the total number of member votes cast in favor of the resolution and the total number of votes cast against the resolution or if no membership approval was required, provide a statement to that effect):

5. CERTIFICATE OF INCORPORATION:

The corporation's amended and restated Certificate of Incorporation is attached hereto.

6. EXECUTION:

Signed this 4th day of March, 2010

Shermona Mapp

Print or type name of signatory

Corporate Secretary

Capacity of signatory



Signature

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ALTA HEALTH AND LIFE INSURANCE COMPANY

SECTION 1. The new name of the corporation shall be CIGNA Health and Life Insurance Company. ✓

SECTION 2. In accordance with Connecticut General Statutes Section 38a-58a, the corporation shall adopt the State of Connecticut as its corporate domicile and shall be subject to the authority and jurisdiction of the State of Connecticut, with all the powers granted by the general statutes, as now enacted or hereafter amended, to corporations formed under the Connecticut Business Corporation Act. The corporation shall be a continuation of the body corporate incorporated in the State of Florida on May 2, 1963. The corporation shall continue to use May 2, 1963 as the date of incorporation.

SECTION 3. The business of the corporation shall be life insurance, endowments, annuities, accident insurance, health insurance and any other business or type of business which any other corporation now or hereafter chartered by Connecticut and empowered to do a health or life insurance business may now or hereafter lawfully do. The corporation is specifically empowered to accept and to cede reinsurance and retrocession of any such risks or hazards. The corporation may exercise such powers outside of Connecticut to the extent permitted by the laws of the particular jurisdiction. Policies or other contracts may be issued stipulated to be with or without participation in profits and with or without a seal.

SECTION 4. The corporation shall be authorized to issue 2,000,000 shares of common stock with a par value of two dollars (\$2) per share. The capital stock of the corporation shall be transferable in accordance with the bylaws and a transfer agent may be employed.

SECTION 5. The annual meeting of the shareholders of the corporation shall be held at such time and place as may be determined from time to time either by or in accordance with the bylaws. If the corporation shall fail to hold its annual meeting at the time specified for the meeting in any year or shall fail to elect directors thereat, the corporation shall not be dissolved nor shall its rights be impaired thereby, but a special meeting of the shareholders shall be called; and at such meeting directors to fill the places of the directors whose terms shall have expired may be elected and any other proper business may be transacted. At all meetings of the shareholders each shareholder shall be entitled to vote in person or by an attorney duly authorized by a written proxy, and each share of stock represented at the meeting shall be entitled to one vote.



SECTION 6. The corporation's principal place of business shall be at 900 Cottage Grove Road, Bloomfield, Connecticut 06152, or at some other place within the State of Connecticut, and the corporation may establish and maintain other offices and agencies in other locations within or without the State. The property and affairs of the corporation shall be managed under the direction of a board of directors. The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the bylaws of the corporation. The number of directors of the corporation shall be as from time to time fixed by, or in the manner provided in, the by-laws of the corporation. Directors will be elected by a plurality of the votes cast at each annual meeting of shareholders of the corporation and each director so elected shall hold office until the next annual meeting of shareholders of the corporation or until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. If any vacancy occurs in the board of directors, such vacancy may be filled by a majority of the remaining directors, whether or not such directors constitute a quorum, for the unexpired portion of the term, and if the number of directors is increased by vote of the board of directors between meetings of shareholders, the additional directors may be chosen by the board of directors for terms expiring with the next annual meeting thereafter. Unless the bylaws provide for a lesser or greater quorum as may be permitted by law, a majority of the authorized number of directors, as fixed by the board of directors from time to time, shall constitute a quorum.

SECTION 7. Connecticut General Life Insurance Company shall be the corporation's registered agent. The registered agent's address is 900 Cottage Grove Road, Bloomfield, Connecticut 06152.

SECTION 8. The personal liability of a person who is or was a director of the corporation to the corporation or its shareholders for monetary damages for breach of duty as a director shall be limited to the amount of compensation received by the director for serving the corporation during the year of the violation if such breach did not (a) involve a knowing and culpable violation of law by the director, (b) enable the director or an associate, as defined in Section 33-840 of the Connecticut Business Corporation Act as in effect on the effective date hereof or as it may be amended from time to time (the "Act"), to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which the director was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation, or (e) create liability under Section 33-757 of the Act. Any lawful repeal or modification of this Section 8 or the adoption of any provision inconsistent herewith by the board of directors and the shareholders of the corporation shall not, with respect to a person who is or was a director, adversely affect any limitation of liability, right or protection existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith. The limitation of liability of any person who is or was a director provided for in this Section 8 shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any such person under, Connecticut law as in effect on the effective date hereof or as thereafter amended.

SECTION 9. The corporation may indemnify or advance expenses to a person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, a partnership, joint venture, trust, an employee benefit plan or other entity, to the extent permitted under Connecticut law as in effect on the effective date hereof or as thereafter amended, including, without limitation, pursuant to Section 33-636(b)(5) of the Act, for liability of any such person for any actions taken, or any failure to take any actions, except for conduct as set out in items (a) through (e) of Section 8, above. The corporation shall indemnify or advance expenses to any such person to the extent required by the bylaws of the corporation, as amended from time to time.



**State of Connecticut**  
*Insurance Department*

This is to Certify, that

- the redomestication of Alta Health & Life Insurance Company, a Indiana Company, pursuant to Section 38a-58a Connecticut General Statutes, is approved, and
- the attached Certificate of Redomestication and Amended and Restated Articles of Incorporation effecting and name are change of domicile is approved.

Witness my hand and official seal, at HARTFORD,

this 3<sup>rd</sup> day of March, 2010

A handwritten signature in black ink, appearing to read "A. J. ...", written over a circular official seal.

Insurance Commissioner

INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
CORPORATIONS CERTIFIED COPIES

INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
302 West Washington Street, Room E018  
Indianapolis, IN 46204



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SECRETARY OF THE STATE  
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<http://www.sos.in.gov>

January 13, 2010

Company Requested: ALTA HEALTH & LIFE INSURANCE COMPANY  
Control Number: 1996031230

Date	Transaction	# Pages
03/21/1996	Articles of Incorporation	6
03/10/1999	Miscellaneous	1
04/19/1999	Notice of Change of Registered Office or Registered Agent	2
07/19/1999	Restatement of Articles of Incorporation	6
02/13/2001	Change of Officer	1
02/13/2001	Change of Principal Address	1
02/08/2002	Administrative Dissolution	1
05/21/2002	Application of Reinstatement	3
05/22/2009	Change of Principal Address	1

	State of Indiana Office of the Secretary of State
	I hereby certify that this is a true and complete copy of this 22 page document filed in this office.
	Dated: January 13, 2010 Certification Number: 2010011365565
 Secretary of State	

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 03/21/1996  
Effective Date: 03/21/1996

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

ANTHEM HEALTH & LIFE INSURANCE COMPANY

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin March 21, 1996.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-first day of March, 1996.

  
Deputy

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1996031230

**APPROVED**  
DEPARTMENT OF INSURANCE  
MAR 19 1996  
STATE OF INDIANA  
INSURANCE COMMISSIONER

**ARTICLES OF INCORPORATION AND REDOMESTICATION**

**OF**

**ANTHEM HEALTH & LIFE INSURANCE COMPANY**

**APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE**

**PREAMBLE**

The undersigned corporation desires to transfer its corporate domicile from the State of Ohio to the State of Indiana pursuant to the approval of the Indiana Commissioner of Insurance and to be recognized as a corporation from its original date of incorporation of May 2, 1963 in the State of Florida.

The undersigned corporation was incorporated on May 2, 1963 under the laws of the State of Florida under the name Orange State Life Insurance Company. On June 15, 1982, the corporation's name was changed to Home Life Financial Assurance Corporation. On August 1, 1994, the corporation transferred its corporate domicile from the State of Florida to the State of Ohio.

These Articles of Incorporation and Redomestication supersede the existing Articles of Incorporation of Home Life Financial Assurance Corporation.

**ARTICLE A**

**NAME OF THE CORPORATION**

The name of the corporation is

**ANTHEM HEALTH & LIFE INSURANCE COMPANY**

**ARTICLE B**

**PRINCIPAL OFFICE**

The address of the Corporation's principal office in the State of Indiana is 120 Monument Circle, Indianapolis, Indiana 46204. The name of its registered agent at such address is Sandra Miller.

**ARTICLE C**

**PURPOSES**

The Corporation is organized under the Indiana Insurance Law, Chapter 162 of the Acts of 1935, as amended, and the purposes for which it is organized are:

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To insure the lives of persons and to make every insurance appertaining thereto or connected therewith including insurance against permanent mental or physical disability resulting from accident or disease, or against accidental death combined with a policy for life insurance and to grant, purchase or dispose of annuities.

To insure against bodily injury or death by accident and against disablement resulting from sickness and every insurance appertaining thereto.

All to the extent permitted and authorized by the Department of Insurance.

#### ARTICLE D

##### TERM OF EXISTENCE

The term for which the Corporation shall continue is perpetual.

#### ARTICLE E

##### SHARES

The total number of shares which the Corporation has authority to issue is 2,000,000 shares of Common Stock (the "Common Shares") with a par value of \$2.00 each.

#### ARTICLE F

##### PAID-IN CAPITAL

The amount of paid-in capital is Two Million, Five Hundred Twenty Thousand Dollars (\$2,520,000).

#### ARTICLE G

##### PLAN OF BUSINESS

The business of the Corporation shall be conducted on the legal reserve stock plan.

#### ARTICLE H

##### DATA RESPECTING OFFICERS AND DIRECTORS

The names and addresses of the persons elected to serve as Officers and Directors at the time of this reinstatement and until the next Annual Meeting of the Shareholder, or until their

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Packet: 1996031230  
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Effective Date: 03/21/1996

successors are elected and qualify, are:

Dwane R. Houser  
9842 Forestglen Drive  
Cincinnati, Ohio 45242

Stefen F. Brueckner  
4745 Burley Hills Drive  
Cincinnati, Ohio 45243

William F. Milnes, Jr.  
331 Sunny Acres  
Cincinnati, Ohio 45255

Robert C. Heird  
113 Lakeview Court  
Loveland, Ohio 45140

James A. White  
11 Ashland Court  
Skillman, N.J. 08558

Wayne R. Hanus  
54 Green Meadow  
Middletown, NJ 07748

Jeremiah J. Hanrahan  
161 Monroe Avenue  
Belle Mead, NJ 08502

#### ARTICLE I

##### PROVISIONS FOR REGULATION OF BUSINESS AND CONDUCT OF AFFAIRS OF CORPORATION

Section I.1. The Corporation shall have the right to engage in all lines of activity allied with or incidental to the purposes for which it is formed, not forbidden by the laws of the State of Indiana, and shall have the capacity to act, the authority and all of the general rights, privileges and powers referred to in Section 80 of Chapter 162 of the Acts of 1935, as amended.

Section I.2. The number of Directors of the Corporation shall not be less than five (5) nor more than twenty-one (21), the exact number of Directors to be determined, from time to time, in such manner as the By-Laws may prescribe.

#### ARTICLE J

##### MANNER OF ADOPTION AND VOTE

Section J.1. Action by Directors On February 1, 1996, a resolution was adopted by the Board of Directors of the Corporation proposing to the Shareholder of the Corporation entitled to vote in respect of the Amendment that the provisions and terms of its Articles of Incorporation be amended so as to read as set forth in these Articles of Incorporation and Redomestication and meeting of such Shareholder was called to be held February 1, 1996 to adopt or reject the Articles of Incorporation and Redomestication, unless the same was so approved by written consent.

Section J.2. Action by Shareholder At a duly-called meeting held February 1, 1996, the holder of one million two hundred sixty thousand shares of the Corporation, being all of the shares of the Corporation entitled to vote in respect of the Amendment, adopted the Amendment.

Section J.3. Compliance with Legal Requirements The manner of the adoption of the Amendment, and the vote by which it was adopted, constitute full legal compliance with the

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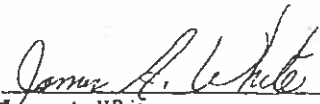
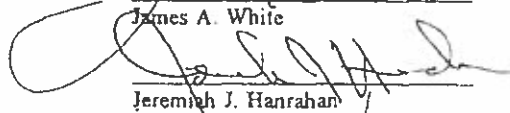
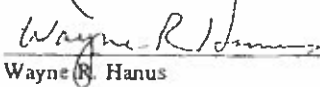
provisions of the Indiana Insurance Law, the Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE K

Meetings of stockholders may be held within or without the State of Indiana, as the by-laws may provide. The books of the Corporation may be kept outside the state of Indiana at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation.

ARTICLE L

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereinafter prescribed herein and by the laws of the State of Indiana, and all rights conferred upon stockholders herein are granted subject to this reservation.

  
James A. White  
  
Jeremiah J. Hanrahan  
  
Wayne R. Hanus

Subscribed and sworn to before me this 19<sup>th</sup> day of January, 1996.

  
Notary Public

**KIM R. NOVAK**  
Notary Public of New Jersey  
My Commission Expires May 17, 2000  
Lic. 2177956

(toobylew)km

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STATE OF INDIANA  
OFFICE OF THE ATTORNEY GENERAL

INDIANA GOVERNMENT CENTER SOUTH FIFTH FLOOR  
402 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-1770

PAMELA CARTER  
ATTORNEY GENERAL

TELEPHONE (317) 232-6201

March 21, 1996

CERTIFICATION

I have examined the Articles of Incorporation and Redomestication of Anthem Health and Life Insurance Company and I certify that they conform to the provisions of the Indiana Insurance Law and are not inconsistent with the State and Federal Constitutions.

Respectfully submitted,

PAMELA CARTER  
Attorney General of Indiana  
Atty No. 0004242-49

Gordon E. White, Jr.  
Deputy Attorney General  
Atty No. 0001041-49

84019



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CERTIFICATE - CHANGE IN PRINCIPAL OFFICE

To: Indiana Department of Insurance  
311 W. Washington Street, Suite 300  
Indianapolis, IN 46204

To: Indiana Secretary of State  
201 State House  
Indianapolis, IN 46204

This will certify that, pursuant to authorization by the Board of Directors, the Principal Office of Anthem Health & Life Insurance Company has changed to 10401 North Meridian Street, Suite 350, Indianapolis, Indiana 46290

[Signature]  
G.R. Derback, Vice President and Treasurer

[Signature]  
R.G. Schultz, Assistant Secretary

STATE OF Colorado )  
                                  ) ss.  
COUNTY OF Arapahoe )

On this 1st day of March, 1999, the undersigned personally appeared before me, known to me to be the persons whose names are subscribed above as Glen R Derback and Richard G. Schultz, and acknowledged that they have executed the same, and that the foregoing statements are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]  
Notary Public

My Commission Expires: April 9, 2000



The Indiana Secretary of State filing office certifies that this copy is on file in this office



NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT ALL CORPORATIONS State Form 26276 (R / 1-88)

Provided by: EVAN BAYH

Indiana Secretary of State Room 155, State House Indianapolis, IN 46204 (317) 232-6376

Indiana Code 23-1-24-2 (for profit corporations) Indiana Code 23-1-1-53 (non-profit corporations) NO FILING FEE

1996031230

FILING #0004114403 PG 15 OF 30 VOL B-01379 FILED 03/05/2010 12:30 PM PAGE 02821 SECRETARY OF THE STATE CONNECTICUT SECRETARY OF THE STATE

President original and 2 copies

Name of Corporation Anthem Health Life Insurance Company	Date of Incorporation March 21, 1996
Current Registered Office Address 120 Monument Circle, Indianapolis, IN	ZIP Code 46204
New Registered Office Address One North Capitol Avenue, Indianapolis, Indiana 46204	

Current Registered Agent (Type or Print Name) Sandra Miller
New Registered Agent (Type or Print Name) C T Corporation System

STATEMENT BY REGISTERED AGENT OR CORPORATION

This Statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The resident agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

IN WITNESS WHEREOF, the undersigned being the Assistant Secretary of said corporation executes this notice and verifies, subject to penalties of perjury, that the statements contained herein are true, this 7 day of April, 19 99

Signature <i>[Signature]</i>	Printed Name Richard Schultz
---------------------------------	---------------------------------

(INDIANA - 847 - 3/3/89)

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

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FILING #0004114403 PG 16 OF 30 VOL B-01379  
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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

STATEMENT OF CONSENT TO ACT  
AS REGISTERED AGENT

C T Corporation System hereby accepts the appointment to serve as  
registered agent in Indiana for Anthem Health Life Insurance Company  
(Name of Corporation)

4-13, 1999

C T CORPORATION SYSTEM

By Marcia J. Sunahara

Marcia J. Sunahara, Asst. V.P.  
(Print Name and Title)

(IND. FORM 855 - 6/21/88)

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FILING #0004114403 PG 17 OF 30 VOL B-01379  
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CONNECTICUT SECRETARY OF THE STATE  
SECRETARY OF THE STATE

APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE

APPROVED  
DEPARTMENT OF INSURANCE

JUN 30 1999

STATE OF INDIANA  
INSURANCE COMMISSIONER

RECEIVED  
CORPORATIONS DIV.  
99 JUL 19 PM 3:55  
SUE ANNE GILROY

RESTATED ARTICLES OF INCORPORATION  
OF  
ALTA HEALTH & LIFE INSURANCE COMPANY

RECEIVED

JUL 07 1999

ATTORNEY  
OF INDIANA

PREAMBLE

The Corporation was originally incorporated on May 2, 1963 under the laws of Florida as Orange State Life Insurance Company. On June 15, 1982, the Corporation's name was changed to Home Life Financial Assurance Corporation. On August 1, 1994, the Corporation transferred its corporate domicile from the State of Florida to the State of Ohio. On March 21, 1996, the Corporation's name was changed to Anthem Health & Life Insurance Company and its corporate domicile was transferred from the State of Ohio to the State of Indiana.

These Restated Articles of Incorporation supersede the existing Articles of Incorporation and Redomestication of Anthem Health & Life Insurance Company.

ARTICLE A

NAME OF THE CORPORATION

The name of the Corporation is ALTA HEALTH & LIFE INSURANCE COMPANY.

ARTICLE B

PRINCIPAL OFFICE

The address of the Corporation's principal office in the State of Indiana is 10401 North Meridian Street, Suite 350, Indianapolis, Indiana 46290.

ARTICLE C

PURPOSES

The Corporation is organized under the Indiana Insurance Law, Chapter 162 of the Acts of 1935, as amended, and the purposes for which it is organized are:

To insure the lives of persons and to make every insurance appertaining thereto or connected therewith including insurance against permanent mental or physical disability resulting from accident or disease, or against accidental death combined with a policy for life insurance and to grant, purchase or dispose of annuities.

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CONNECTICUT SECRETARY OF THE STATE

To insure against bodily injury or death by accident and against disablement resulting from sickness and every insurance appertaining thereto.

All to the extent permitted and authorized by the Department of Insurance.

#### ARTICLE D

##### TERM OF EXISTENCE

The term for which the Corporation shall continue is perpetual.

#### ARTICLE E

##### SHARES

The total number of shares which the Corporation has authority to issue is 2,000,000 shares of common stock with a par value of \$2.00 each, for total authorized capital of \$4,000,000.

#### ARTICLE F

##### PAID-IN CAPITAL

The amount of paid-in capital is \$2,520,000.

#### ARTICLE G

##### PLAN OF BUSINESS

The business of the Corporation shall be conducted on the legal reserve stock plan.

#### ARTICLE H

##### DIRECTORS AND OFFICERS

The following are the names and addresses of the directors of the Corporation who have been elected to serve until the next annual meeting of shareholders, or until their successors are elected and qualified:

<u>Director's Name</u>	<u>Address</u>
Mitchell T.G. Graye	8515 E Orchard Road Englewood, Colorado 80111
William T. McCallum	8515 E Orchard Road Englewood, Colorado 80111

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

<u>Director's Name</u>	<u>Address</u>
Steve H. Miller	8505 E. Orchard Road Englewood, Colorado 80111
James D. Motz	8505 E. Orchard Road Englewood, Colorado 80111
Michael R. Quigley	10401 N Meridian Street, Suite 350 Indianapolis, Indiana 46290
Martin Rosenbaum	8505 E. Orchard Road Englewood, Colorado 80111
James A. White	1 Centennial Avenue Piscataway, New Jersey 08854

The following are the names, positions and addresses of the principal officers of the Corporation who have been elected to serve until the next annual meeting of directors, or until their successors are elected and qualified:

<u>Officer's Name</u>	<u>Position Held</u>	<u>Address</u>
William T. McCallum	Chairman of the Board	8515 E. Orchard Road Englewood, Colorado 80111
James D. Motz	Vice Chairman and Chief Executive Officer	8505 E. Orchard Road Englewood, Colorado 80111
James A. White	President	1 Centennial Avenue Piscataway, New Jersey 08854
Mitchell T G Graye	Executive Vice President and Chief Financial Officer	8515 E. Orchard Road Englewood, Colorado 80111
John T. Hughes	Senior Vice President and Chief Investment Officer	8515 E. Orchard Road, Englewood, Colorado 80111
D. Craig Lennox	Senior Vice President, General Counsel and Secretary	8515 E. Orchard Road, Englewood, Colorado 80111
Glen R. Derback	Vice President and Treasurer	8515 E. Orchard Road, Englewood, Colorado 80111
James L. McCallen	Vice President and Actuary	8515 E. Orchard Road, Englewood, Colorado 80111



The Indiana Secretary of State filing office certifies that this copy is on file in this office.

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

ARTICLE I

**PROVISIONS FOR REGULATION OF BUSINESS AND  
CONDUCT OF AFFAIRS OF CORPORATION**

Section I.1. The Corporation shall have the right to engage in all lines of activity allied with or incidental to the purposes for which it is formed, not forbidden by the laws of the State of Indiana, and shall have the capacity to act, the authority and all of the general rights, privileges and powers referred to in Section 80 of Chapter 162 of the Acts of 1935, as amended.

Section I.2. The number of Directors of the Corporation shall not be less than five nor more than twenty-one, the exact number of Directors to be determined, from time to time, in such manner as the By-Laws may prescribe.

ARTICLE J

**MANNER OF ADOPTION AND VOTE**

Section J.1. Action by Directors On June 15, 1999, a resolution was adopted by the Board of Directors of the Corporation proposing to the sole shareholder of the Corporation that the provisions and terms of its Articles of Incorporation and Redomestication be amended so as to read as set forth in these Restated Articles of Incorporation.

Section J.2. Action by Sole Shareholder On June 15, 1999, a resolution was adopted by the sole shareholder of the Corporation, adopting these Restated Articles of Incorporation.

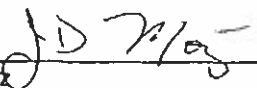
Section J.3. Compliance with Legal Requirements The manner of the adoption of the Restated Articles of Incorporation, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Insurance Law, the Articles of Incorporation and Redomestication and the By-Laws of the Corporation.


The Indiana Secretary of State filing office certifies that this copy is on file in this office

FILING #0004114403 PG 21 OF 30 VOL B-01379  
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#### ARTICLE K

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation in the manner now or hereinafter prescribed herein and by the laws of the State of Indiana, and all rights conferred upon stockholders herein are granted subject to this reservation.

  
\_\_\_\_\_  
J.D. Motz  
Vice Chairman and  
Chief Executive Officer

  
\_\_\_\_\_  
D.C. Lennox  
Senior Vice President,  
General Counsel and Secretary

Subscribed and sworn before me this 25<sup>th</sup> day of June, 1999

  
\_\_\_\_\_  
Valerie A. Adair  
Notary Public

My commission expires April 9, 2000.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE

STATE OF INDIANA  
OFFICE OF THE ATTORNEY GENERAL

INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR  
402 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-2770

JEFFREY A. MODISETT  
ATTORNEY GENERAL

1996031230

TELEPHONE (317) 237-6201

July 10, 1999

CERTIFICATION

I have examined the Restated Articles of Incorporation of Alta Health & Life Insurance Company which is changing its name from Anthem Health & Life Insurance Company, and I certify that they conform to the provisions of the Indiana Insurance Law and are not inconsistent with the State and Federal Constitutions.

Respectfully submitted,

JEFFREY A. MODISETT  
Attorney General of Indiana  
Atty No. 0014704-49

Gordon E. White, Jr.  
Deputy Attorney General  
Atty No. 0001041-49

15981

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CONNECTICUT SECRETARY OF THE STATE  
SECRETARY OF THE STATE  
SECRETARY OF THE STATE

RECEIVED  
99 JUL 19 PM 3:50  
SUE ANNE GILROY

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



1996031230

Alta Health & Life Insurance Company  
P.O. Box 720  
Greenwood Village, CO 80111  
603 571 5174  
www.alta.com

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

February 8, 2001

Sue Anne Gilroy  
Indiana Secretary of State  
P.O. Box 5501  
Indianapolis, IN 46255

APPROVED  
ASST. SEC. STATE  
IND. SEC. STATE

RE: Alta Health & Life Insurance Company

Dear Mrs. Gilroy:

This letter is sent to inform you of a change in the presidency of Alta Health & Life Insurance Company. Effective January 1, 2001 James White retired from his position as President. J. D. Motz, the current Chairman and Chief Executive Officer was appointed to fill the presidency. His biographical affidavit is currently on file with your office because of his previous positions as Director and Officer of the corporation.

Also, please note that our corporate office has had a change in the city name, due to postal reorganization. The address is: 8505 East Orchard Road, Greenwood Village, CO 80111.

Thank you for adding this information to our business entity file.

Sincerely,

*Connie Page*

Connie Page  
Legal Assistant

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 02/13/2001  
Effective Date: 02/13/2001

1996031230

Alta Health & Life Insurance Company  
PO Box 230  
Denver, CO 80221-0230  
800-521-5124  
www.altaic.com

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FILED 03/05/2010 12:30 PM PAGE 02830  
CONNECTICUT SECRETARY OF THE STATE

February 8, 2001

Sue Anne Gilroy  
Indiana Secretary of State  
P.O. Box 5501  
Indianapolis, IN 46255

APPROVED  
A:UJ  
FILED  
IND. SECRETARY OF STATE

RE: Alta Health & Life Insurance Company

Dear Mrs. Gilroy:

This letter is sent to inform you of a change in the presidency of Alta Health & Life Insurance Company. Effective January 1, 2001 James White retired from his position as President. J. D. Motz, the current Chairman and Chief Executive Officer was appointed to fill the presidency. His biographical affidavit is currently on file with your office because of his previous positions as Director and Officer of the corporation.

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Thank you for adding this information to our business entity file

Sincerely,

Connie Page  
Legal Assistant

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

## INDIANA SECRETARY OF STATE

### SYSTEM GENERATED ADMINISTRATIVE DISSOLUTION/REVOCATION

Pursuant to the provisions set forth in Indiana Code Title 23  
the entity has been Administratively Dissolved or  
the Certificate of Authority revoked.

A certified copy of this document authenticates the date of  
the Administrative Dissolution/Revocation

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 05/21/2002  
Effective Date: 05/21/2002

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF REINSTATEMENT

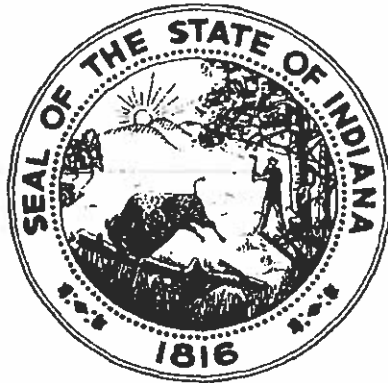
of

ALTA HEALTH & LIFE INSURANCE COMPANY

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Application of Reinstatement of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, May 21, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 21, 2002.

*Sue Anne Gilroy*

SUE ANNE GILROY,  
SECRETARY OF STATE

1996031230 / 2002052459762

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 05/21/2002  
Effective Date: 05/21/2002

*1996031230*



**APPLICATION FOR REINSTATEMENT**

State Form 4160 (RB / 3-97) / 111  
Approved by the State Board of Accounts 1995

SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W Washington St. Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-5576

Indiana Code 23-1-45-3 (for profit corporation)  
Indiana Code 23-17-23-3 (not-for-profit corporation)

Application must include:

1. Certificate of Clearance issued by the Indiana Department of Revenue
2. Corporate Reports and Fees: please call our information line to learn what reports are delinquent (317) 232-6576
  - a. Up to and including 1995, Annual Reports filed every year  
Annual Report fee \$10.00
  - b. Beginning with 1996, Biennial Reports filed every two years  
Biennial Report fee \$30.00  
Corporations incorporated in an even year file every even year  
Corporations incorporated in an odd year file every odd year.
  - c. Nonprofit corporations file Annual Reports every year.  
Nonprofit Corporate Report fee \$10.00
3. Restatement filed fee: \$30.00

THIS APPLICATION CANNOT BE ACCEPTED WITHOUT A NOTICE OF CLEARANCE FOR REINSTATEMENT FROM THE INDIANA DEPARTMENT OF REVENUE.

SECTION I - CORPORATE INFORMATION	
Name of corporation <b>Alta Health &amp; Life Insurance Company</b>	Date of Incorporation (mo., day, yr.) <b>5/2/1963</b>
Effective date of administrative dissolution <b>2/8/2002</b>	

SECTION II - AFFIDAVIT OF CORPORATE OFFICER OF DIRECTOR		
<p>The undersigned, being at least one of the principal officers or a director of the above-named corporation deposes and says:</p> <p>A. that the grounds for dissolution did not exist or have been eliminated, and,</p> <p>B. that the Corporation's name satisfies the requirements of Indiana Code 23-1-23-1, or Indiana Code 23-17-5-1.</p>		
<p>IN WITNESS WHEREOF, the undersigned being the <u>Assistant Secretary</u> of said corporation executes this application and verifies, subject to penalties of perjury, that the statements con- tained herein are true, this <u>1st</u> day of <u>May</u> 19 <u>2002</u></p>		
<table border="1"> <tr> <td>Signature <i>R. Schultz</i></td> <td>Printed name <b>Richard G. Schultz, Assistant Secretary</b></td> </tr> </table>	Signature <i>R. Schultz</i>	Printed name <b>Richard G. Schultz, Assistant Secretary</b>
Signature <i>R. Schultz</i>	Printed name <b>Richard G. Schultz, Assistant Secretary</b>	

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CONNECTICUT SECRETARY OF THE STATE



The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 05/21/2002  
Effective Date: 05/21/2002

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE



AD-190 (Rev. 1/01)  
SF#

Indiana Department of Revenue  
**CERTIFICATE OF CLEARANCE  
FOR REINSTATEMENT**

RECEIVED

APR 26 2002

LAW DEPT

Name of Corporation

Alta Health & Life Insurance Company  
8515 East Orchard Road  
Greenwood Village, CO 80111

Federal ID#	591031071
TID #	0102240450
Date Issued (Valid for 60 days)	04/12/2002

TO: Sue Anne Gilroy  
Secretary of State  
Corporations Division

The corporation named above has filed with the Department of State Revenue an affidavit, Form AD-19, disclosing that the corporation is applying for a Certificate of Reinstatement from the Secretary of State, and requesting a Certificate of Clearance from this Department stating all taxes and fees owed by the corporation have been paid.

An examination of the corporation's existing accounts for listed taxes and fees required to be administered or collected by the Department has determined that all taxes, fees, interest, and penalties due have been paid or satisfied. Execution of this document does not preclude the Department from future examination and adjustment of the corporation's Indiana tax accounts for any period.

This Certificate of Clearance shall be null and void sixty (60) days after its date of issue.

Kenneth L. Miller, Commissioner  
Indiana Department of Revenue

Diane Freeman, Administrator  
Compliance Division

BY:

Instructions to the corporation:

This notice is the signed original. You are to include this certification along with the other documents constituting your Application for Reinstatement (SF#4160). Do Not Mail this certificate separately to the Secretary of State unless you are so directed.

The Indiana Secretary of State filing office certifies that this copy is on file in this office



**NOTICE OF CHANGE OF PRINCIPAL OFFICE ADDRESS**

State Form 50654 (2/1-03)

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

RECEIVED  
CORPORATIONS DIV.  
09 MAY 22 PM 1:15

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for attachments.  
Present original and one copy to address in upper right corner of this form.  
Please TYPE or PRINT.  
Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

Indiana Code 23-1-1-1 et seq.

NO FILING FEE

Name of corporation or other entity <i>Atta Health &amp; Life Insurance Co.</i>	Date of incorporation / organization / reclassification <i>3/21/1996</i>
Current principal office address (number and street, city, state, ZIP code) <i>8515 E. Orchard Road, Greenwood Village, CO 80111</i>	
New principal office address (number and street, city, state, ZIP code) <i>11595 N. Meridian Street, Suite 600, Carmel, IN 46032</i>	

IN WITNESS WHEREOF, the undersigned executes this notice and verifies, subject to the penalties of perjury, that the statements contained herein are true, this <u>19<sup>th</sup></u> day of <u>May</u> , 20 <u>09</u> .	
Signature <i>Jennifer Grant</i>	Title <i>Assistant Secretary</i>

Indiana Secretary of State  
Packet: 1996031230  
Filing Date: 05/22/2009  
Effective Date: 05/22/2009

APPROVED  
AND  
FILED  
*Todd Rokita*  
IND. SECRETARY OF STATE

FILED #0004114403 PG 29 OF 30 VOL B-01317  
FILED 03/05/2010 12:30 PM PAGE 02835  
CONNECTICUT SECRETARY OF THE STATE

COPY

CIGNA CORPORATION  
1601 Chestnut Street  
Philadelphia, PA 19192

March 5, 2010

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FILED 03/05/2010 12:30 PM PAGE 02836  
SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

Connecticut Secretary of State  
30 Trinity Street  
Hartford, CT 06106

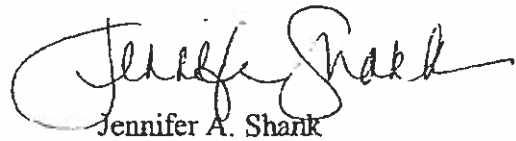
Re: CIGNA Health and Life Insurance Company

Dear Sir/Madam:

I currently have the above-referenced name reserved for use in Connecticut. I hereby transfer the reservation to CT Corporation System.

Thank you for your assistance.

Very truly yours,

  
Jennifer A. Shank