**IN THE MISSOURI DEPARTMENT OF INSURANCE,
FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION**

In Re: UNITEDHEALTHCARE	)	
LIFE INSURANCE COMPANY	)	
SERFF TRACKING NUMBER	)	**Case No. 131126603C**
AMMS-129210316	)	

ORDER DISAPPROVING FORM FILING

Upon review and consideration of the filing of UnitedHealthcare Life Insurance Company, SERFF Tracking Number AMMS-129210316, specifically Form FIH1-UHL-24, the Director DISAPPROVES said form for the reasons stated below.

FINDINGS OF FACT

1. John M. Huff is the Director of the Department of Insurance, Financial Institutions and Professional Registration, State of Missouri ("Director" of the "Department").

2. UnitedHealthcare Life Insurance Company ("UnitedHealthcare"), NAIC Number 97179, is a foreign life and health insurance company organized pursuant to the laws of the state of Wisconsin and transacting insurance business in the state of Missouri pursuant to a Certificate of Authority issued by the Director.

3. Pursuant to §376.777,[1] insurance companies licensed to transact business in this state may not deliver or issue for delivery in this state a policy of accident or health insurance unless the form has been approved.

4. The Division of Market Regulation (the "Division") is designated pursuant to section 374.075 with the review of forms that are filed by insurance companies.

5. UnitedHealthcare filed a policy form with the Director via the System for Electronic Rate and Form Filing ("SERFF") on October 3, 2013. The SERFF Tracking Number is AMMS-129210316 ("Filing").

6. The Filing contains form FIH1-UHL-24, identified as a Fixed Indemnity Hospital Policy ("Policy").

7. On October 21, 2013, UnitedHealthcare amended the Filing and replaced the Policy with an amended form. The replacement form is the subject of this Order.

[1] All statutory citations are to RSMo (Supp. 2013) unless otherwise noted.

8. UnitedHealthcare's Policy offers benefits that would commonly be associated with a hospital fixed indemnity plan. Those benefits include:

    a. Ambulance;
    b. Hospital emergency room;
    c. Inpatient hospital confinement;
    d. Intensive care unit; and
    e. Inpatient surgical.

9. UnitedHealthcare's Policy offers benefits that are not associated with a hospital fixed indemnity plan. Those benefits include:

    a. Office visits;
    b. Outpatient prescription drugs; and
    c. Outpatient ambulatory services.

10. On page 7 of the Policy under the section titled General Definitions, UnitedHealthcare states:

> "*Loss*" means an event for which benefits are payable under this *policy*. A *loss* must occur while the *covered person* is insured under this *policy*.
>
> "*Medical practitioner*" means a *doctor*, nurse anesthetist, physician's assistant, speech therapist, occupational therapist, physical therapist, or midwife. The following are examples of providers that are NOT *medical practitioners*, by definition of the *policy*: acupuncturist, rolfer, registered nurse, hypnotist, respiratory therapist, X-ray technician, *emergency* medical technician, social worker, family counselor, marriage counselor, child counselor, naturopath, perfusionist, massage therapist or sociologist. With regard to medical services provided to a *covered person*, a *medical practitioner* must be licensed or certified by the state in which care is rendered and performing services within the scope of that license or certification. With regard to consulting services provided to *us*, a *medical practitioner* must be licensed or certified by the state in which the consulting services are provided.

(Emphasis in original.)

11. On page 8 of the Policy under the section titled Grace Period, UnitedHealthcare states:

> *We* must receive *your* premium payment on or before the 31st day following each premium due date. The *policy* will remain in force during the grace period. *We* may pay benefits for covered *losses*

during this 31 day grace period. Any such benefit payment is made in reliance on the receipt of the full premium due from *you* by the end of the grace period. This grace period does not apply if you request termination of this *policy*.

(Emphasis in original.)

12. On page 9 of the Policy under the section titled Adding a Newborn Child, UnitedHealthcare states:

> An *eligible child* born to *you* or *your spouse* will be covered from the time of birth until the 31st day after its birth unless *you* or *your spouse* advises *us* not to add the newborn child to the *policy*. The newborn child will be covered for a *loss* from the time of its birth.
>
> Additional premium will be required to continue coverage beyond the 31st day after the date of birth of the child. The required premium will be calculated from the child's date of birth. Coverage of the child will terminate on the 31st day after its birth, unless *we* have received both: (A) written notice of the child's birth; and (B) the required premium within 90 days of the child's birth.

(Emphasis in original.)

13. On page 9 of the Policy under the section titled Adding an Adopted Child, UnitedHealthcare states:

> An *eligible child* legally placed for adoption with *you* or *your spouse* will be covered under the terms of this *policy* from the date of *placement* until the 31st day after placement unless the *placement* is disrupted prior to legal adoption and the child is removed from *your* or *your spouse's* custody.
>
> Additional premium will be required to continue coverage beyond the 31st day following *placement* of the child. The required premium will be calculated from the date of *placement* for adoption. Coverage of the child will terminate on the 31st day following *placement*, unless *we* have received both: (A) written notice of *your* or *your spouse's* intent to adopt the child; and (B) any additional premium required for the addition of the child within 90 days of the date of *placement*.

(Emphasis in original.)

14. On pages 12 and 13 of the Policy under the section titled General Exclusions and Limitations, UnitedHealthcare states:

> No benefits are payable under this *policy* for or relating to any of the following:
>
> ***
>
> E. Routine well-baby care of a newborn infant while *inpatient*, except as expressly provided for by the *policy*.
>
> F. Any *loss* sustained while the *covered person* is incarcerated in a state or federal prison or other detention facility.
>
> G. Any *loss* related to the treatment of mental disorders, substance abuse, or for court ordered treatment programs for substance abuse.

(Emphasis in original.)

15. On page 13 of the Policy under the section titled Preexisting Conditions Limitations, UnitedHealthcare states:

> PREEXISTING CONDITIONS: *We* will not pay benefits under the *policy* for a *loss* which manifests due to, results from, is caused or contributed to by a *preexisting condition*.
>
> The *preexisting condition* limitation will not apply longer than 12 months after a *covered person's* applicable *effective date* under this *policy*.
>
> "*Preexisting condition*" means an *illness*, *injury* or condition:
>
> A. For which medical advice, diagnosis, care, or treatment was recommended to or received by a *covered person* within 12 months immediately preceding the *effective date* the *covered person* became insured under this *policy*; or
>
> B. That manifested symptoms which would cause an ordinarily prudent person to seek diagnosis or treatment within the 12 months immediately preceding the applicable *effective date* the *covered person* became insured under this *policy*.

(Emphasis in original.)

16. On page 16 of the Policy under the section titled Custodial Parent, UnitedHealthcare states "[a] custodial parent may, with *our* approval, assign claim payments to the *hospital* or *medical practitioner* providing treatment to an *eligible child*." (Emphasis in original.)

17. On page 16 of the Policy under the section titled Assignment, UnitedHealthcare states "[b]enefits under this *policy* may not be assigned unless endorsed by both *you* and *us*." (Emphasis in original.)

18. Nowhere within the Policy does UnitedHealthcare provide medically necessary treatment for autism spectrum disorders.

CONCLUSIONS OF LAW

19. The Director shall approve only those policy forms that are in compliance with Missouri insurance laws, and "which contain such words, phraseology, conditions, and provisions which are specific, certain and unambiguous and reasonably adequate to meet needed requirements for the protection of those insured," pursuant to §376.777.

20. The Director may disapprove a form filed with the Department, and in doing so must state the reasons for the disapproval in writing, pursuant to §376.777.

UnitedHealthcare's Filing Qualifies as a Health Benefit Plan

21. Section 376.1350 provides in relevant part:

> (18) "Health benefit plan", a policy, contract, certificate or agreement entered into, offered or issued by a health carrier to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services…;
>
> * * *
>
> (21) "Health care service", a service for the diagnosis, prevention, treatment, cure or relief of a health condition, illness, injury or disease;
>
> (22) "Health carrier", an entity subject to the insurance laws and regulations of this state that contracts or offers to contract to provide, deliver, arrange for, pay for or reimburse any of the costs of health care services, including a sickness and accident insurance company, a health maintenance organization, a nonprofit hospital and health service corporation, or any other entity providing a plan of health insurance, health benefits or health service[.]

22. Pursuant to §376.1350, UnitedHealthcare is a "health carrier" and UnitedHealthcare's Filing is a "health benefit plan" for the following reasons:

    a. UnitedHealthcare is an entity subject to the insurance laws of this state that contracts to pay for or reimburse any of the costs of services to treat, cure or relieve a health condition, illness, injury, or disease.

    b. The Filing is a policy to be entered into, offered, or issued by UnitedHealthcare, as a "health carrier," to pay for or reimburse any of the costs of services to treat, cure or relieve a health condition, illness, injury, or disease.

UnitedHealthcare's Filing Does Not Provide All Required Benefits to Newborn Children Under Missouri Law

23. Section 376.406 provides in relevant part:

> 1. All health benefit plans which provide coverage for a family member of an enrollee shall, as to such family member's coverage, also provide that the health benefits applicable for children shall be payable with respect to a newly born child of the enrollee from the moment of birth.
>
> 2. ***The coverage for newly born children shall consist of coverage of injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.***
>
> ***
>
> 6. As used in this section, ***the terms "health benefit plan", "health carrier"***, and "enrollee" ***shall have the same meaning as defined in section 376.1350.***

(Emphasis added.)

24. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. UnitedHealthcare's health benefit plan provides coverage to family members. However, nowhere within the Policy, in any section that addresses newborn dependents, does the Policy provide newborn coverage that consists of injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities. The policy only provides that the newborn will be covered for a "*loss*." Loss, under the policy, is defined as an event for which benefits are payable under this policy. There are no benefits that address injury or sickness, nor are there benefits that address congenital defects. Therefore, the Policy does not provide the coverages a newborn child

is due under §376.406.2. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Policy Does Not Provide the Required Payment for Services Provided by an Advance Practice Nurse

25. Section 376.407, RSMo 2000, states:

> Any health insurer, as defined in section 376.806, nonprofit health service plan or health maintenance organization shall reimburse a claim for services provided by an advance practice nurse, as defined in section 335.016, RSMo, if such services are within the scope of practice of such nurse.

26. Section 376.806.1(2), RSMo 2000, defines a "health insurer" as "any entity issuing a health insurance contract."

27. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Under the section titled "Definitions," advance practice nurses are not included under the definition of medical practitioner. Under the section titled "Custodial Parent," benefits will only be paid to a hospital or medical practitioner; however, pursuant to §376.407, benefits must be paid for services provided by an advance practice nurse. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Filing Does Not Comply With State Law Regarding the Assignment of Benefits

28. Section 376.427.2, RSMo 2000, states:

> Upon receipt of an assignment of benefits made by the insured to a provider, the insurer shall issue the instrument of payment for a claim for payment for health care services in the name of the provider. All claims shall be paid within thirty days of the receipt by the insurer of all documents reasonably needed to determine the claim.

29. UnitedHealthcare's Policy does not comply with Missouri insurance laws. Under the section titled "Assignment," UnitedHealthcare states benefits will not be assigned unless endorsed by both UnitedHealthcare and the insured. This provision is noncompliant with §376.427, which requires the insurer honor the insured's assignments of benefits. There is no requirement the insurer has to endorse the assignment. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Filing Does Not Comply Will All Provisions Required In a Policy Under Section 376.777

30. Section 376.777 provides in relevant part:

> 1. Except as provided in subsection 3 of this section ***each such policy delivered or issued for delivery to any person in this state shall contain the provisions specified in this subsection*** in the words in which the same appear in this section; provided, however, that the insurer may, at its option, substitute for one or more of such provisions corresponding provisions of different wording approved by the director of the department of insurance, financial institutions and professional registration which are in each instance not less favorable in any respect to the insured or the beneficiary. Such provisions shall be preceded individually by the caption appearing in this subsection or, at the option of the insurer, by such appropriate individual or group captions or subcaptions as the director of the department of insurance, financial institutions and professional registration may approve.
>
> * * *
>
> (3) ***"GRACE PERIOD: A grace period of . . . (insert a number not less than "7" for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force."***

(Emphasis added.)

31. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Under the section titled "Grace Period," UnitedHealthcare provides the required 31 day grace period and states the policy will remain in force during that grace period, as required by §376.777.1(3). However, UnitedHealthcare states benefits ***may*** be paid for covered losses during the 31 day grace period. The word "may" substantially modifies the grace period provision and is less favorable to the insured than the statutory language. If the policy is to remain in force during the 31 day grace period benefits must be paid. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Policy Does Not Provide the Mandated Coverage for Treatment of Alcoholism

32. Section 376.779 states in relevant part:

> 1. ***All health plans or policies that are individually underwritten or provide for such coverage for specific individuals and the members of their families, which provide for hospital treatment, shall provide coverage, while confined in a hospital or in a residential or nonresidential facility certified by the department of mental health, for treatment of alcoholism on the same basis as coverage for any other illness***, except that coverage may be limited to thirty days in any policy or contract benefit period. All Missouri individual contracts issued on or after January 1, 2005, shall be subject to this section. Coverage required by this section shall be included in the policy or contract and payment provided as for other coverage in the same policy or contract notwithstanding any construction or relationship of interdependent contracts or plans affecting coverage and payment of reimbursement prerequisites under the policy or contract.
>
> ***
>
> 5. This section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, hospitalization-surgical care policy, short-term major medical policy of six months or less duration, or any other supplemental policy as determined by the director of the department of insurance, financial institutions and professional registration.

(Emphasis added.)

33. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.779 requires all health plans that are individually underwritten to cover treatment for alcoholism. The Policy specifically excludes treatment for substance abuse under the section titled "General Exclusions and Limitations." The exclusion of treatment for substance abuse is in direct conflict with the requirement of §376.779. As such, the Policy does not comply with the laws of this state as required by §376.777.

34. Pursuant to §376.779.5, the mandated coverage under §376.779 does not apply to supplemental insurance policies including, most relevantly, hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:

a. Nothing within UnitedHealthcare's Filing indicates that the Policy is intended to be issued as a supplemental insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.

b. In the event UnitedHealthcare's Policy was sold strictly as a supplement, it is not exclusively a hospital policy providing a fixed daily benefit. The Policy does have within it a hospital policy providing a fixed daily benefit, but it then provides additional coverages that are not found within such a specified policy. As such, this policy exceeds the exception provided within §376.779.5.

UnitedHealthcare's Policy Does Not Provide the Mandated Offer of Coverage for Chemical Dependency and Mental Health Treatment

35. Section 376.811 provides in relevant part:

> 1. Every insurance company and health services corporation doing business in this state ***shall offer*** in all health insurance policies benefits or coverage for chemical dependency meeting the following minimum standards:
>
> (1) Coverage for outpatient treatment through a nonresidential treatment program, or through partial- or full-day program services, of ***not less than twenty-six days*** per policy benefit period;
>
> (2) Coverage for residential treatment program of ***not less than twenty-one days*** per policy benefit period; [and]
>
> (3) ***Coverage for medical or social setting detoxification of not less than six days per policy benefit period***[.]
>
> * * *
>
> 4. ***Every insurance company, health services corporation and health maintenance organization doing business in this state shall offer*** in all health insurance policies mental health benefits or coverage as part of the policy or as a supplement to the policy. ***Such mental health*** benefits or ***coverage shall include at least two sessions per year*** to a licensed psychiatrist, licensed psychologist, licensed professional counselor, licensed clinical social worker, or, subject to contractual provisions, a licensed marital and family therapist, acting within the scope of such license and under the following minimum standards:

(1) Coverage and benefits in this subsection shall be ***for the purpose of diagnosis or assessment***, but not dependent upon findings[.]

* * *

6. This section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, hospitalization-surgical care policy, short-term major medical policy of six months or less duration, or any other supplemental policy as determined by the director of the department of insurance, financial institutions and professional registration.

(Emphasis added.)

36. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.811.1 requires all health benefit plans to offer coverage for treatment of chemical dependency. The Policy specifically excludes treatment for substance abuse under the section titled "General Exclusions and Limitations." The exclusion of treatment for substance abuse is in direct conflict with the requirements of §376.811. As such, the Policy does not comply with the laws of this state as required by §376.777.

37. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.811.4 requires all health benefit plans to offer coverage for mental health treatment. The Policy specifically excludes treatment for mental disorders under the section titled "General Exclusions and Limitations." The exclusion of treatment for mental disorders is in direct conflict with the requirements of §376.811. As such, the Policy does not comply with the laws of this state as required by §376.777.

38. Pursuant to §376.811.6, the mandated offers under §376.811 do not apply to supplemental insurance policies including, most relevantly, hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:

    a. Nothing within UnitedHealthcare's Filing indicates that the Policy is intended to be issued as a supplemental insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.

    b. In the event UnitedHealthcare's Policy was sold strictly as a supplement, it is not exclusively a hospital policy providing a fixed daily benefit. The Policy does have within it a hospital policy

providing a fixed daily benefit, but it then provides additional coverages that are not found within such a specified policy. As such, this policy exceeds the exception provided within §376.811.6.

UnitedHealthcare's Policy Does Not Comply With the Requirement for Coverage of Adopted Children's Preexisting Conditions

39. Section 376.816 provides in relevant part:

> 1. ***No health carrier or health benefit plan*** that offers or issues health benefit plans, other than Medicaid health benefit plans, shall deliver, issue for delivery, continue, or renew a health benefit plan to a Missouri resident on or after January 1, 2011, unless ***the health benefit plan covers adopted children of the insured***, subscriber or enrollee on the same basis as other dependents.
>
> 2. The coverage required by subsection 1 of this section is effective:
>
> > (1) From the date of birth if a petition for adoption is filed within thirty days of the birth of such child; or
> >
> > (2) From the date of placement for the purpose of adoption if a petition for adoption is filed within thirty days of placement of such child.
>
> Such coverage shall continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. ***Coverage shall include the necessary care and treatment of medical conditions existing prior to the date of placement.***
>
> 3. As used in this section, the following terms shall mean:
>
> > (1) "Health benefit plan", the same meaning as such term is defined in section 376.1350;
> >
> > (2) "Health carrier", the same meaning as such term is defined in section 376.1350[.]

(Emphasis added.)

40. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.816 requires all health benefit plans that offer coverage for dependents to cover adopted children's preexisting conditions. The Policy does cover dependents but does not notify the insured that coverage for adoptive children's preexisting conditions exists, as required by §376.816.

Further, the section titled "Preexisting Condition Limitation" does not have an exception for adoptive children's preexisting conditions. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Policy Does Not Comply With the Requirement for Coverage of an Incarcerated Insured

41. Section 376.821.2, RSMo 2000, states:

> No insurer shall cancel or deny coverage on a contract or policy of health insurance or dental insurance to any person solely on the grounds that the person is incarcerated under authority of law.

42. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.821 does not allow insurers to cancel or deny coverage solely because an insured becomes incarcerated. The Policy specifically excludes coverage if an insured becomes incarcerated under the section titled "General Exclusions and Limitations." The exclusion of continued coverage for an insured who is incarcerated is in direct conflict with the requirements of §376.821. As such, the Policy does not comply with the laws of this state as required by §376.777.

UnitedHealthcare's Filing Does Not Provide the Mandated Coverage for Autism Spectrum Disorders

43. Section 376.1224 states in relevant part:

> 1. ***For the purposes of this section, the following terms shall mean***:
>
> * * *
>
> (6) ***"Health benefit plan", shall have the same meaning ascribed to it as in section 376.1350***;
>
> (7) ***"Health carrier", shall have the same meaning ascribed to it as in section 376.1350***[.]
>
> * * *
>
> 2. ***All group health benefit plans that are delivered***, issued for delivery, continued, or renewed on or after January 1, 2011, if written inside the state of Missouri, or written outside the state of Missouri but ***insuring Missouri residents, shall provide coverage for the diagnosis and treatment of autism spectrum disorders*** to

the extent that such diagnosis and treatment is not already covered by the health benefit plan.

* * *

14. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policy of six months or less duration, or any other supplemental policy.

(Emphasis added.)

44. UnitedHealthcare's Policy is not compliant with Missouri insurance laws. Section 376.1224.2 requires all health benefit plans to provide coverage for autism spectrum disorders. The Policy does not provide the mandated coverage. As such, the Policy does not comply with the laws of this state as required by §376.777.

45. Pursuant to §376.1224.14, the mandated offers under §376.1224 do not apply to supplemental insurance policies including, most relevantly, hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:

    a. Nothing within UnitedHealthcare's Filing indicates that the Policy is intended to be issued as a supplemental insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.

    b. In the event UnitedHealthcare's Policy was sold strictly as a supplement, it is not exclusively a hospital policy providing a fixed daily benefit. The Policy does have within it a hospital policy providing a fixed daily benefit, but it then provides additional coverages that are not found within such a specified policy. As such, this policy exceeds the exception provided within §376.1224.14.

46. After review and consideration of the Policy included in UnitedHealthcare's Filing, the company has failed to demonstrate its compliance with Missouri law as enumerated herein.

47. While there may be additional reasons as to why this Policy does not comply with Missouri's insurance laws, the reasons stated herein are sufficient to disapprove the form.

48. Each reason stated herein for disapproval of the Policy is a separate and sufficient cause to disapprove such form.

49. UnitedHealthcare's Policy does not comply with Missouri law. As such, said form is not in the public interest.

50. This Order is in the public interest.

IT IS THEREFORE ORDERED that Form FIH1-UHL-24 is hereby **DISAPPROVED.** UnitedHealthcare Life Insurance Company is hereby prohibited from delivering or issuing for delivery any policies of group health insurance utilizing said forms.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 2ND day of December, 2013.

JOHN M. HUFF
DIRECTOR

NOTICE

TO: UnitedHealthcare Life Insurance Company and any unnamed persons aggrieved by this Order:

You may request a hearing on the disapproval of these forms. You may do so by filing a pleading with the Director of the Department of Insurance, Financial Institutions and Professional Registration, P.O. Box 690, Jefferson City, MO 65102, within 30 days after the mailing of this notice pursuant to 20 CSR 800-1.030.

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of December, 2013, a copy of the foregoing Order and Notice was

Served via certified mail addressed to:

Patrick Carr
President
UnitedHealthcare Life Insurance Company
7440 Woodland Drive
Indianapolis, IN 46278

Colleen Pflug
Contract Analyst
UnitedHealthcare Life Insurance Company
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Amy Feeler