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**DEPARTMENT OF INSURANCE, FINANCIAL  
INSTITUTIONS AND PROFESSIONAL REGISTRATION**

P.O. Box 690, Jefferson City, Mo. 65102-0690

TO: Office of the President  
Aetna  
One South Wacker Dr., Suite 1200  
Mail Code F643  
Chicago, IL 60606

RE: Missouri Market Conduct Examination #0612-45-TGT and 0904-17-TGT  
Aetna Health, Inc. (NAIC #95810)

**STIPULATION OF SETTLEMENT  
AND VOLUNTARY FORFEITURE**

It is hereby stipulated and agreed by John M. Huff, Director of the Missouri Department of Insurance, Financial Institutions and Professional Registration, hereinafter referred to as "Director," and Aetna Health, Inc., (hereafter referred to as "Aetna Health" or the "Company"), as follows:

WHEREAS, John M. Huff is the Director of the Missouri Department of Insurance, Financial Institutions and Professional Registration (hereafter referred to as "the Department"), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in the State in Missouri; and

WHEREAS, Aetna Health has been granted a certificate of authority to transact the business of insurance in the State of Missouri; and

WHEREAS, the Department conducted a Market Conduct Examination of Aetna Health and prepared report #0612-45-TGT and 0904-17-TGT; and

WHEREAS, the report of the Market Conduct Examination has revealed that:

1. In some instances, Aetna Health improperly denied ambulance and emergency room claims, in violation of §§354.400(1), (5), and (6), 354.410.1(2), 375.1007(4), and 376.1367, RSMo.

2. In one instance, Aetna Health failed to maintain and produce claim documentation as requested by the examiners so that they could readily ascertain the Company's inception, handling and disposition of the claim, in violation of §374.205, RSMo, and 20 CSR 100-8.040.

3. In some instances, Aetna Health improperly denied child immunization claims, in violation of §§375.1007(4) and 376.1215, RSMo.

4. In some instances, Aetna Health improperly re-processed "First Steps" claims that were initially denied due to referral issues, that the services were deemed not medically necessary, and for timely filing reasons, in violation of §§375.1007(4) and 376.1218, RSMo.

WHEREAS, Aetna Health hereby agrees to take remedial action bringing it into compliance with the statutes and regulations of Missouri and agrees to maintain those corrective actions at all times, including, but not limited to, taking the following actions:

1. Aetna Health agrees to take corrective action to assure that the errors noted in the above-referenced market conduct examination reports do not recur;

2. Aetna Health agrees to file documentation of all remedial actions taken by it to implement compliance with the terms of this Stipulation of Settlement and Voluntary Forfeiture and to assure that the errors noted in the examination report do not recur, including explaining the steps taken and the results of such actions, with the Director within 120 days of the entry of a final Order closing this examination;

3. Aetna Health agrees to review all ambulance and emergency room claims submitted to the Company dated January 1, 2003, through the date a final Order is entered closing this examination, to make a determination of liability. If the claim should have been paid, the Company must issue any payments that are due to the claimants, bearing in mind that an additional payment of one per cent (1%) interest per month is also required on all electronically-submitted claims that were paid more than 45 days after receipt, per §376.383, RSMo. Please note that interest is payable at 9% per annum on all paper claims submitted by providers, pursuant to §408.020, RSMo. A letter should be included with the payments indicating that "as a result of a Missouri Market Conduct examination," it was found that additional payment was owed on the claim. Evidence should also be provided to the Department that such payments have been made within 120 days after a final Order concluding this exam is entered by the Department; and

4. Aetna Health agrees to review all child immunization claims submitted to the Company dated January 1, 2003, through the date a final Order is entered closing this examination, to make a determination of liability. If the claim should have been paid, the Company must issue any payments that are due to the claimants, bearing in mind that an additional payment of one per cent (1%) interest

per month is also required on all electronically-submitted claims that were paid more than 45 days after receipt, per §376.383, RSMo. Please note that interest is payable at 9% per annum on all paper claims submitted by providers, pursuant to §408.020, RSMo. A letter should be included with the payments indicating that "as a result of a Missouri Market Conduct examination," it was found that additional payment was owed on the claim. Evidence should also be provided to the Department that such payments have been made within 120 days after a final Order concluding this exam is entered by the Department; and

5. Aetna Health agrees to review all denied First Steps claims dated January 1, 2006, to the date a final Order is entered closing this examination, to assure that the claim was properly adjudicated, in accordance with §376.1218, RSMo. If the claim was not properly adjudicated, Aetna agrees to reopen and reprocess the claim. If the claim should have been paid, the Company will issue any payments that are due to the claimant, bearing in mind that an additional payment of one per cent (1%) interest per month is also required, per §376.383, RSMo, for any delayed payments from the date the claim was first received with a letter stating that the payments are being made "as a result of a Missouri Market Conduct examination." Evidence should also be provided to the Department that such payments have been made within 120 days after a final Order concluding this exam is entered by the Department

WHEREAS, Aetna Health neither admits nor denies the findings or violations set forth above and enumerated in the examination report; and

WHEREAS, Aetna Health is of the position that this Stipulation of Settlement and Voluntary Forfeiture is a compromise of disputed factual and legal allegations, and that payment of a forfeiture is merely to resolve the disputes and avoid litigation; and

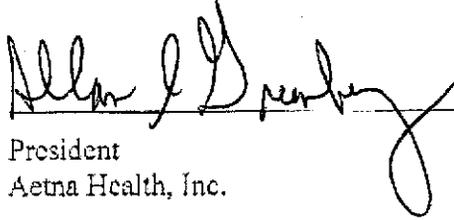
WHEREAS, Aetna Health, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights for procedural requirements, including notice and an opportunity for a hearing, which may have otherwise applied to the above referenced Market Conduct Examination; and

WHEREAS, Aetna Health hereby agrees to the imposition of the ORDER of the Director and as a result of Market Conduct Examinations #0612-45-TGT and 0904-17-TGT further agrees, voluntarily and knowingly to surrender and forfeit the sum of \$37,400.

NOW, THEREFORE, in lieu of the institution by the Director of any action for the SUSPENSION or REVOCATION of the Certificate(s) of Authority of Aetna Health to transact the business of insurance in the State of Missouri or the imposition of other sanctions, Aetna Health does

hereby voluntarily and knowingly waive all rights to any hearing, does consent to the ORDER of the Director and does surrender and forfeit the sum of \$37,400, such sum payable to the Missouri State School Fund, in accordance with §374.280, RSMo.

DATED: 9/29/10

  
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President  
Aetna Health, Inc.