

## **Legal Notice**

### **Products and Services Provided by Cigna Corporation Subsidiaries**

“Cigna” and the “Tree of Life” logo are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its subsidiaries. Cigna Corporation is a holding company and not an insurance or an operating company. Therefore, products and services are provided exclusively by subsidiaries and not by Cigna Corporation. "Cigna" may refer to Cigna Corporation itself or one or more of its subsidiaries, but when used in connection with the provision of a product or service, always refers to a subsidiary.

### **Product Descriptions – Not Available in all States**

The product descriptions, if any, provided on Cigna web sites are not intended to constitute offers to sell or solicitations in connection with any products or services. Some products may not be available in all jurisdictions. Anyone interested in a particular product should contact the indicated Cigna business to determine whether the product is available in their jurisdiction and to request a copy of the applicable policy or prospectus for a complete description of the product.

### **Links to Cigna Web Sites**

#### **Text Links**

Cigna grants a nonexclusive, limited permission to the owners of other web sites ("Linking Site Owners") to link to Cigna web sites using text links. Such link shall not (a) suggest that Cigna promotes or endorses any third party's causes, web sites, products or services, or (b) be used or associated with any inflammatory, pornographic, defamatory or unlawful site or materials in any way, or in any manner that would disparage or adversely affect the name, reputation and goodwill of Cigna and its products and services.

Cigna retains and reserves all rights to its domain names, trade names, trademarks and logos, copyrights and all other intellectual property. We reserve the right to withdraw permission for any link.

Linking Site Owners shall indemnify, defend and hold harmless Cigna from and against all liability, demands, claims, suits, losses, damages, infringement of proprietary rights, causes of action, fines, or judgments (including costs, attorneys' and witnesses' fees, and expenses incident thereto), arising out of their failure to comply with the terms and conditions of this "Links to Cigna web Sites" section.

#### **Links to Other Sites**

While visiting Cigna web sites, you may leave them and access certain non-Cigna web sites. Cigna neither reviews nor controls the content and accuracy of these web sites, and therefore will not be responsible for their content and accuracy. Your access to non-Cigna web sites is at your sole risk.

Other web sites on the Internet may contain unedited, sexually explicit, violent, racist or other types of material, which may be offensive to you. Please access other web sites at your own discretion.

#### **General Disclaimer**

All material including any link to other sites and content found at linked sites is provided "as is" and without any express or implied warranties including warranties of merchantability or fitness for a particular purpose. Due to the nature of the Internet, Cigna does not warrant that access to Cigna web sites or any of their pages will be uninterrupted or error free. Cigna does not warrant or make any representations regarding the usefulness of or the expected results of the material contained on Cigna web sites. Note that

some jurisdictions may not allow the exclusion of implied warranties so some of the above exclusions may not apply to you. Please check your local laws for any such restrictions.

### **Viruses, Worms, Use of Files**

Cigna cannot and does not guarantee or warrant that files available for downloading from this site are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Cigna does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from this site. In no event will Cigna be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on results obtained from use of files downloaded from this site. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate Cigna copyright holder.

### **Health Information**

The health information on Cigna web sites is provided by Cigna solely for informational purposes as a public service to promote consumer health. It does not constitute medical advice and is not intended to be a substitute for proper medical care provided by a physician. Cigna assumes no responsibility for any circumstances arising out of the use, misuse, interpretation or application of any information supplied on Cigna web sites. Always consult with your doctor for appropriate examinations, treatment, testing, and care recommendations. Do not rely on information on this site as a tool for self-diagnosis.

### **Forward-Looking Statements**

Cigna web sites may from time to time contain forward-looking statements that include information about financial prospects, plans and objectives of management for future operations, economic conditions, trends and known uncertainties. Cigna cautions the reader that actual results could differ materially from those that Cigna expects, depending on the outcome of certain factors. In some cases, Cigna describes uncertainties when offering forward-looking statements. Some factors that could cause Cigna's actual results to differ materially from forward-looking statements ("Risk Factors") are listed in the most recent Form 10-K or Form 10-Q Cigna filed with the Securities and Exchange Commission.

Cigna does not undertake any obligation to correct or update any forward-looking statements on the Cigna web sites. Cigna also cautions the reader that the list of Risk Factors that appears in the most recent Form 10-K or Form 10-Q Cigna filed with the SEC may be modified by any subsequent SEC filings, such as Form 8-K, proxy statements, and other SEC filings. Cigna will not update the Risk Factors listed in any of Cigna's SEC filings prior to the next required SEC filing. The list of Risk Factors provided in any of Cigna's SEC filing may not be complete, and speaks only as of the date filed with the SEC.

**Trademarks**

There are references throughout Cigna web sites to various trademarks or service marks and these, whether registered or not, are the property of their respective owners.

**Message Boards and Chat Rooms**

It is a condition of your use of Message Boards or Chat Rooms that you do not: (i) post or transmit any unlawful, threatening, abusive, libelous, defamatory, racial, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (ii) post or transmit comments containing harassing or offensive language, using sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activity online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, worms or Trojan horses; (iii) post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works without first obtaining permission from the owner; (iv) post or transmit any information, software or other material which contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties; (v) post any information, software, or other material for commercial purposes; (vi) solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes; (vii) impersonate any person or entity or falsely represent your professional or other affiliation with any person or entity; or (viii) use Cigna web sites to collect personally identifiable information in violation of our Privacy Policy. You agree Cigna, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision.

You agree to indemnify and hold Cigna and its employees, officers, directors and agents harmless from any claim or demand, including reasonable attorneys' fees, made by a third party arising from any material you contribute to Message Boards or Chat Rooms you access via Cigna web sites.

You understand that Cigna has no obligation to monitor Message Boards or Chat Rooms. Cigna reserves the right at all times to disclose any information regarding the Message Boards or Chat Rooms, or to remove any information or materials, in whole or in part, that in Cigna's sole and absolute discretion are objectionable. You acknowledge that Cigna reserves the right to monitor any and all information transmitted or received through Cigna web sites which may be examined, recorded, copied, and used in accordance with our Cigna privacy information. Use of Cigna web sites constitutes consent to such activity by Cigna. To view Cigna's privacy information, please visit our Legal and Privacy Notices page.

When using Cigna web sites, please be certain that anything you disclose does not compromise your personal safety. Do not provide your name, phone number, social security number or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable.

**Limitation of Liability**

You agree by accessing Cigna web sites that under no circumstances or any theories of liability under international or civil, common or statutory law including but not limited to strict liability, negligence or other tort theories or contract, patent or copyright laws, will Cigna be liable for damages of any kind occurring from the use of Cigna web sites or any information, goods or services obtained on Cigna web sites including direct, indirect, consequential, incidental, or punitive damages (even if Cigna has been advised of the possibility of such damages), to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of certain damages so some of these limitations may not apply to you.

## **Calculations and Investment Decisions**

Financial calculators/calculations are provided for illustrative purposes only. You are responsible for verifying the accuracy and suitability of all assumptions and calculations. Please seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Do not rely solely on financial calculators/calculations or financial or retirement information found on Cigna web sites.

## **Minors and the Children's Online Privacy Protection Act**

Except as expressly stated upon initial access to a specific Cigna web site or section of such site, Cigna web sites do not direct content to Minors and do not intend to collect personal information from Minors and therefore are not subject to the Children's Online Privacy Protection Act.

If you allow your minor child, or a child for whom you are legal guardian (a "Minor"), to access and use Cigna web sites, you agree that you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of Cigna web sites; and (iii) the consequences of any use.

## **The Digital Millennium Copyright Act**

Cigna reserves the right, but not the obligation, to terminate your access to Cigna web sites if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Cigna and its service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. Cigna has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Timothy Tammany, Esq.  
Two Liberty Place  
1601 Chestnut Street  
Philadelphia, PA 19192 215-761-1000

Any notice regarding any infringement of copyright or of other proprietary rights must include the following information:

- A. A signature of a person authorized to act on behalf of (i) the owner of an exclusive right that is allegedly infringed or (ii) the person defamed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C. Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, including information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

If you choose to access Cigna web sites from outside the United States you do so on your own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national resident of

any such country or on any such list. You agree to comply with U.S. export control laws and that you will not transfer any software or other content from Cigna web sites to a foreign national or foreign country in violation of those laws.

### **Reimbursement for Out of Network Services**

Many of the group health insurance policies and employee health benefit plans that Cigna administers cover expenses incurred for services from health care professionals or facilities who do not participate in the GWH-Cigna health care professional network. Those policies and plans include maximum reimbursable charge ("MRC") provisions that may limit the amount of an out-of-network charge that will be considered by Cigna in calculating reimbursement. The plan sponsor (your employer or other organization) may choose one of the following MRC provisions:

#### **MRC I**

Under this option, a data base compiled by Ingenix, Inc., a subsidiary of United Healthcare, is used to determine the billed charges made by health care professionals or facilities in the same geographic area for the same procedure codes using data. The maximum reimbursable amount is then determined by applying a percentile (typically the 70th or 80th percentile) of billed charges, based upon the Ingenix data. For example, if the plan sponsor has selected the 80th percentile, then any portion of a charge that is in excess of the 80th percentile of charges billed for the particular service in the same relative geographic area (as determined using the Ingenix data) will not be considered in determining reimbursement and the patient will be fully responsible for such excess.

As a result of a recent settlement agreement between United Healthcare and the New York Attorney General, the database used by Ingenix to compile the billed-charge data for the health insurance industry will be turned over to an independent non-profit company, FAIR Health, Inc.

Cigna will begin using data compiled by FAIR Health, Inc. to calculate MRC amounts as applicable to any Cigna administered plans (a) commencing April 1, 2011 for dental procedures and services and (b) commencing July 1, 2011 for medical, surgical and anesthesia procedures and services.

#### **MRC II**

This option uses a schedule of charges established using a methodology similar to that used by Medicare to determine allowable fees for services within a geographic market or at a particular facility. The schedule amount is then multiplied by a percentage (110%, 150% or 200%) selected by the plan sponsor to produce the MRC.

In the limited situations where a Medicare-based amount is not available (e.g., a certain type of health care professional or procedure is not covered by Medicare or charges relate to covered services for which Medicare has not established a reimbursement rate), the MRC is determined based on the lesser of:

- the health care professional or facilities' normal charge for a similar service or supply; or
- the MRC I methodology based on the 80th percentile of billed charges.

There is no MRC with respect to services for which there is not enough charge data in a geographic area to determine a MRC charge.

#### **Average Contracted Rate (ACR)**

Under this option, the MRC is determined based on the lesser of:

- the health care professional or facilities' normal charge for a similar service or supply; or
- the Average Contracted Rate -i.e., the average percentage discount applied to all claims in geographic area paid by Cigna during a recent 6 month period for the same or similar service/supply provided by health care professionals or facilities participating in the GWH-Cigna network. The ACR is updated by Cigna on a semiannual basis. The geographic area used by Cigna is either a Metropolitan Statistical Areas (MSA) or an area within governmental boundaries (e.g. state, county, zip code).

In some cases, the ACR amount will not be used and the MRC is determined based on the lesser of:

- the health care professional or facilities' normal charge for a similar service or supply; or
- the MRC I methodology based on the 80th percentile of billed charges.

Whether the MRCI, MRC II or ACR methodology is used, the patient is responsible for all charges over the MRC amount, as well as any applicable deductible and coinsurance amounts for charges that do not exceed the MRC. The claim is also subject to all other exclusions and limitations in the applicable benefit plan.

If you are enrolled in a Cigna-administered plan, you and your authorized representatives can find the MRC for a particular procedure and geographic location by calling the 800 number on your ID card.

If you use a health care professional who is not in the GWH-Cigna network, be sure to check your plan documents to make sure that your plan covers out-of-network services. If you have a Flexible Spending Account, you may be able to use that money for out-of-network services.

## **Disclosure of Financial Arrangements**

### **Compensation to Third Parties**

Compensation is paid to third party brokers and consultants on behalf of Client's ("Client" refers to employers or other groups sponsoring a health benefit plan).. This compensation is typically in the form of a percentage of premiums collected in the case of insurance policies, or a fixed, per-employee per-month rate (in the case of self-funded plans).

Additional compensation may be paid to brokers and insurance sales people based on persistency or other non-case-specific factors, sometimes referred to as "contingent compensation."

Reports are sent to employers/group policyholders regarding the compensation paid to their brokers/consultants for their use in preparing their Annual Return and report (Form 5500) where required under federal law (ERISA). Upon request, we will also disclose how the client may receive more information directly from the broker/consultant regarding compensation arrangements.

### **Other Revenue Sources**

In addition to the premium we receive in connection with insurance policies and the fees we receive for administering self-insured plans, we negotiate for additional revenue from some third party vendors. We negotiate the additional revenue as part of the overall structure of each vendor agreement. The nature of negotiated contracts with vendors is that they are generally based on the aggregation of all business related to the contract and are not Client-specific.

Cigna retains this additional revenue for its sole and exclusive use, applying it in part to the overall cost of maintaining Client programs and other business expenses. The aggregate revenue generated from the third party vendors, including programs designed to generate cost savings for the Client, allows Cigna to cover the cost of client programs and other business expenses and to offer lower premiums and administrative fees to its Clients.

Cigna may offer programs and services where a third party vendor supplies all or part of the program or services. The claim amount charged to the Client for the program or services includes both an amount to cover the vendor fees and an amount for Cigna's related and other expenses. The disease management program is an example of a vendor program where the Client may be charged more than the amount charged by the vendor for the program.

Another example can be found in the rates for pharmacy benefits. The rates charged to a Client are typically expressed as a percentage discount from average wholesale price. Cigna may offer higher or lower discounts to the Client than the discounts that are paid to the network pharmacies. Cigna collects payments from some drug manufacturers and may retain all or a portion of such payments. These payments are based on factors such as membership volume, volume of drug usage or placement of a drug as preferred on the formulary. Cigna may make changes to the drug formulary based on clinical efficacy, net drug cost, market share considerations and/or other factors. The customer's out-of-pocket portion will vary depending on the drug's status on the formulary. Changes to the formulary can impact the payments made by drug manufacturers to Cigna.

Cigna may also receive implementation fees when it changes third party vendors. These fees are paid to Cigna by the vendor to cover implementation and related expenses such as staffing or administrative changes that Cigna incurs during the transition. Cigna may receive marketing fees from vendors for placing the business with the vendor. These may be calculated on a per-member per-month (PMPM) basis, flat rate, or on a percentage basis. Cigna may receive other compensation from its third party vendors. For example, Cigna may receive payment for the development and installation of special computer systems or programs necessary for Cigna to deliver a particular service to its Clients.

Cigna may receive performance guarantee payments if a vendor does not meet performance targets.

Cigna uses a specialized vendor to negotiate discounts for large out-of-network (OON) claims. When a large out of network claim is received, the vendor will negotiate with the provider to obtain a lower rate, or discount, to the charges. The amount for the claim charged to our Client will reflect the discounted charges and an administrative fee will be charged for providing the savings program. Similar savings programs are in place for secondary networks and to audit large, complex hospital claims.

When a third party should have been responsible for the claims incurred by a customer (as a result of an automobile accident, for example), after paying the claim, Cigna may try to obtain reimbursement from the third party source. Cigna currently pursues reimbursement using a specialized subrogation vendor. For successful efforts, a percentage of the recovery is retained by Cigna. Any subrogation recoveries with respect to self-insured plans are applied first to reimburse any amounts paid under stop-loss insurance coverage provided by Cigna before any recovered amount is credited to the plan.

In most situations, Cigna processes claims directly and the claim amount collected by Cigna from the Client equals the amount paid to the provider. Where a third party manages a particular type of medical service, a portion of the claim amount paid to the third party may in turn be paid to Cigna by the third party to cover Cigna's costs of administration and other business costs. A Customer's coinsurance, deductible and lifetime maximum are calculated based on the entire claim amount including the portion retained by Cigna to cover costs.

#### **Claims Cost Containment Initiative**

In an effort to increase savings and reduce claims costs, we have implemented a savings program to review select facility claims for billing and coding errors. This program is now available for all self-funded customers. The Clinical Claims Review (CCR) program will be treated as a savings initiative pursuant to the Savings Initiative provision of your administrative services agreement and we will be retaining the specified portion of the savings realized.

#### **Changes and Applicable Law**

We reserve the right to make changes to Cigna web sites and our Legal Notice/Conditions of Use. Any updated notices will be available on our web site at [www.myCigna.com](http://www.myCigna.com). We encourage you to review the Cigna web sites and these terms periodically for any updates or changes. Your continued access or use of Cigna web sites shall be deemed your acceptance of these Legal Notice/Conditions of Use and any changes and the reasonableness of these standards for notice of changes. Use of Cigna web sites and purchases of products from Cigna web sites will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law provisions. You agree that any legal action or proceeding between you and Cigna will be brought exclusively in a federal or state court of competent jurisdiction sitting in Philadelphia, Pennsylvania. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.