

M. Appeal Item Number Thirteen (13)

Cigna's failure to separate communication regarding two entirely different policies with differing terms and conditions, different Summary Plan Descriptions, different requirements regarding exams and different certification processes is contractually unacceptable and designed to confuse. Mr. XXXX repeatedly requested delineation of the policies in communication and was rebuffed.

Mr. XXXX first requested that Cigna clarify what policy Cigna was discussing in each communication on December 16, 2005 in a letter to Barbie Rice:

As you are aware I have two policies with Cigna, a life insurance policy that you have contacted me via mail and phone numerous times recently and a disability policy. Both policies originate from my employment with United Technologies. It is difficult to ascertain which policy is involved in these communiqués whether from Cigna or HEALTHSOUTH. Since there is different language in each policy it should be clarified....

I am a policyholder entitled to ask questions. With two policies and multiple communiqués, appeals, doctor appts, document requests etc this is not easy to follow especially when recovering from one surgery and anticipating another. Having third party entities (HEALTHSOUTH) calling my home without pre-notification from Cigna and unable to answer basic questions serves only to further confuse issues. If everything is in writing with the policies clearly identified the problem will cease.

On January 9, 2006, Ms. Brenda Warren disregarded Mr. XXXX's request and attempted to obfuscate any delineation between the policies with some slick language to coax him to an exam that he was not contractually obligated to attend:

This letter is in reference to your claims for Life Insurance Waiver of Premium **and/or** Long Term Disability policy.

On January 10, 2006, deeply distressed by Cigna's repeated games, Mr. XXXX wrote the following in an email to Ms Latonya Puckett:

The fact that you are still trying to confuse policies and issues has reached the point of absurdity. Policies have different language including discretionary language. In addition, one of them is terminated. Sending out some nebulous letter with "and/or" between two policy references is designed to confuse.....

There are far too many Cigna parties involved to keep up with and apparently everyone isn't on the same page with terminations and policy language. I want all communication in writing **HARD COPY VIA MAIL. Any and all communication for each policy should be sent separately.**

On January 25, 2006, in a cleverly written letter, Ms. Brenda Warren extinguished any hope Mr. XXXX had that the two contracts would be handled separately. Ms. Warren took the position that Cigna would “try” to delineate the policies in communication but went on to discuss how Cigna essentially had the right to pick and choose information contained in one file to be utilized in another and *vice versa* regardless of terms, conditions, definitions of disability, exam requirements, certification processes, Summary Plan Descriptions or procedure.

The waiver of premium and long term disability are both covered under the same policy number, XXXX. Although they are separate coverages, the management of both claims may entail the same information as both coverages require that you continue to be disabled in order for benefits to be continue. Therefore, information that may be obtained for review in your LTD claim **may** also be used utilized in your waiver of premium claim. Additionally **some** medical information that was submitted for your LTD claim may also appear in your waiver of premium file.

There is no plausible explanation for Cigna’s position. The two policies must be separated to meet the full and fair claim procedures required by ERISA. The position stated by Ms. Warren serves Cigna well, but is harmful and intentionally confusing to the beneficiary. A claimant has no idea what term, condition or definition is being enforced or communicated and what documents are relevant to one file, the other or both. Cigna’s fiduciary duty is to act in the beneficiary’s best interest, not its own.

Notably, despite Ms. Warren’s statement that Cigna would “try” to delineate policy information, Ms. Puckett produced a disheveled pile of documents that she claimed was both the LTD file and the WOP file when we requested only the LTD file in our June 1, 2006 document request.

In addition, numerous requests have been made to Cigna seeking the production of copies of any Cigna policy or guideline that was considered or relied on by Cigna personnel in handling Mr. Reilly’s claim. Cigna’s attorney, XXXX, in correspondence dated September 21, 2006 denied our request and responded that Cigna policy or guideline “was not relied upon.”