



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

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In the Matter of

**Crystal Run Health Plan, LLC and
Crystal Run Health Insurance Company, Inc.,**

No. 2019-0057-S

Respondents.

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CONSENT ORDER

WHEREAS, the Department of Financial Services (the "Department") conducted an investigation (the "Investigation") on whether CRYSTAL RUN HEALTH PLAN, LLC and CRYSTAL RUN HEALTH INSURANCE COMPANY, INC. (hereinafter "Respondents") for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

WHEREAS, the Department and Respondents are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

BACKGROUND

1. Respondents are a DOMESTIC insurance company and health maintenance organization authorized pursuant to Article 42 of the New York Insurance Law and Article 44 of the Public Health Law.
2. New York Insurance Law §§ 3221(l)(8) & (16) and 4303(j) & (cc) require Respondents to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption ("Religious Exemption Request" or "Request") and the entity is a religious employer that meets the requirements set out in New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A). Under New York Insurance Law, an entity must meet the following requirements to be a "religious employer":
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. If an entity invokes a religious employer exemption under New York Insurance Law and the entity's policy does not provide contraceptive coverage to its enrollees, Respondents are required by New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B) to send written notice to each enrollee of their right to purchase the contraceptive coverage via a rider ("Rider Coverage").
4. The Department found that Respondents failed to send written notice of the Rider Coverage to eleven enrollees who were insured in coverage through the two entities that were granted Religious Exemption Requests during the two-year investigation period.

FINDINGS

5. Respondents, for the time period January 1, 2016 through December 31, 2017, violated:
 - a. New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B) when they failed to send written notice of the Rider Coverage to enrollees, whether the Requests were granted appropriately or not.
6. Respondents' violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

7. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondents violated: New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondents, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

8. Respondents will correct the violations cited herein, including but not limited to:
 - a. Contacting all enrollees who should have received written notice of the Rider Coverage and making restitution with respect to claims regarding coverage for contraceptive drugs and devices from January 1, 2016 through December 31, 2017. Respondents will calculate the amount inappropriately imposed on enrollees who should have received written notice of Rider Coverage within thirty (30) days of this Consent Order. Respondents will reimburse enrollees who paid inappropriately for contraceptive coverage, including the payment of interest to the enrollee pursuant to New York Insurance Law § 3224-a(c), where applicable, within sixty (60) days of this Consent Order; and

- b. Within ninety (90) days from the date of Respondents' execution of this Consent Order, Respondents shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
- 9. Respondents will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

- 10. Within seven (7) days of the execution of this Consent Order, Respondents shall pay a civil penalty of **\$11,000**. Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
- 11. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

- 12. In the event that the Department believes that Respondents have breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondents and Respondents must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
- 13. The Department and Respondents understand and agree that Respondents' failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondents' Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings,

notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

14. If Respondents default on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondents. In the event of such termination, Respondents expressly agree and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondents, or from using in any way the statements, documents, or other materials produced or provided by Respondents prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.
15. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondents and the Department's own factual examination. To the extent that representations made by Respondents are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
16. Upon request by the Department, Respondents shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
17. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondents:

Crystal Run Health Plan, LLC
Crystal Run Health Insurance Company, Inc.,
155 Crystal Run Road
Middletown, NY 10941
Attention: Steve Zeng, Executive Director

18. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
19. Respondents waive the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
20. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
21. This Consent Order constitutes the entire agreement between the Department and Respondents relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
22. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
23. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondents for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.
24. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

**CRYSTAL RUN HEALTH PLAN, LLC and
CRYSTAL RUN HEALTH INSURANCE COMPANY, INC.**

By: _____

Steve Zeng
Executive Director

Dated: _____

3/7/19

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: _____

Laura Evangelista

Executive Deputy Superintendent for Insurance

Dated: _____

5/1/19

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 5/3/2019

Linda A. Lacewell
Acting Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

Aetna Life Insurance Company,

No. 2019-0065-S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the “Department”) conducted an investigation (the “Investigation”) on whether AETNA LIFE INSURANCE COMPANY, (hereinafter “Respondent”) for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department’s findings and the relief agreed to by the Department and Respondent.

WHEREAS, the Department and Respondent are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondent.

BACKGROUND

1. Respondent is a FOREIGN insurance company authorized pursuant to Article 42 of the New York Insurance Law.
2. New York Insurance Law §§ 3221(l)(8) & (16) require Respondent to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption ("Religious Exemption Request" or "Request") and the entity is a religious employer that meets the requirements set out in New York Insurance Law § 3221(l)(16)(A)(1). Under New York Insurance Law, an entity must meet the following requirements to be a "religious employer":
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. The Department conducted an investigation to determine whether Respondent properly reviewed, and subsequently granted, the Religious Exemption Requests they received. For the time period January 1, 2016 through December 31, 2017, the Department found that Respondent improperly granted such Requests to two entities that did not meet the requirements set out in New York Insurance Law § 3221(l)(16)(A)(1).

FINDINGS

4. Respondent, for the time period January 1, 2016 through December 31, 2017, violated:

- a. New York Insurance Law § 3221(l)(16)(A)(1) when it granted Religious Exemption Requests to entities that did not meet the requirements as defined in the statute.
5. Respondent's violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

6. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondent violated: New York Insurance Law § 3221(l)(16)(A)(1).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

7. Respondent will correct the violations cited herein, including but not limited to:
 - a. Devising a more robust review process to ensure future Religious Exemption Requests are thoroughly reviewed to ensure all entities making a Request meet the requirements set out in New York Insurance Law § 3221(l)(16)(A)(1) before granting the exemption; and
 - b. Within ninety (90) days from the date of Respondent's execution of this Consent Order, Respondent shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
8. Respondent will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

9. Within seven (7) days of the execution of this Consent Order, Respondent shall pay a civil penalty of **\$65,000**. Respondent agrees that they will not claim, assert, or apply for a tax

deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.

10. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

11. In the event that the Department believes that Respondent has breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent and Respondent must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
12. The Department and Respondent understand and agree that Respondent's failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondent's Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

13. If Respondent defaults on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondent. In the event of such termination, Respondent expressly agrees and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondent, or from using in any way the statements, documents, or other materials produced or provided by

Respondent prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.

14. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondent and the Department's own factual examination. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
15. Upon request by the Department, Respondent shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
16. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondent:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
Attention: Thomas Pownall, Compliance

17. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
18. Respondent waives the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.

19. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
20. This Consent Order constitutes the entire agreement between the Department and Respondent relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
21. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
22. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondent for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.
23. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

AETNA LIFE INSURANCE COMPANY

By: _____

Gregory S. Martino
Vice President

Dated: _____

3/19/2019

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: _____

Laura Evangelista
Executive Deputy Superintendent for Insurance

Dated: _____

5/1/19

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacwell Dated: 5/3/2019

Linda A. Lacwell
Acting Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

HealthNow New York, Inc.,

No. 2019-0068-S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the "Department") conducted an investigation (the "Investigation") on whether HEALTHNOW NEW YORK, INC., (hereinafter "Respondent") for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondent.

WHEREAS, the Department and Respondent are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondent.

BACKGROUND

1. Respondent is a DOMESTIC insurance company authorized pursuant to Article 43 of the New York Insurance Law.
2. New York Insurance Law §§ 4303(j) & (cc) require Respondent to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption ("Religious Exemption Request" or "Request") and the entity is a religious employer that meets the requirements set out in New York Insurance Law § 4303(cc)(1)(A). Under New York Insurance Law, an entity must meet the following requirements to be a "religious employer":
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. The Department conducted an investigation to determine whether Respondent properly reviewed, and subsequently granted, the Religious Exemption Requests they received. For the time period January 1, 2016 through December 31, 2017, the Department found that Respondent improperly granted such Requests to five entities that did not meet the requirements set out in New York Insurance Law § 4303(cc)(1)(A).

FINDINGS

4. Respondent, for the time period January 1, 2016 through December 31, 2017, violated:

- a. New York Insurance Law § 4303(cc)(1)(A) when it granted Religious Exemption Requests to entities that did not meet the requirements as defined in the statute.
5. Respondent's violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

6. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondent violated: New York Insurance Law § 4303(cc)(1)(A).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

7. Respondent will correct the violations cited herein, including but not limited to:
 - a. Devising a more robust review process that complies with guidance issued by the Department to ensure future Religious Exemption Requests are thoroughly reviewed to ensure all entities making a Request meet the requirements set out in New York Insurance Law § 4303(cc)(1)(A) before granting the exemption; and
 - b. Within ninety (90) days from the date of Respondent's execution of this Consent Order, Respondent shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
8. Respondent will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

9. Within seven (7) days of the execution of this Consent Order, Respondent shall pay a civil penalty of **\$150,000**. Respondent agrees that they will not claim, assert, or apply for a tax

deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.

10. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

11. In the event that the Department believes that Respondent has breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent and Respondent must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
12. The Department and Respondent understand and agree that Respondent's failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondent's Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

13. If Respondent defaults on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondent. In the event of such termination, Respondent expressly agrees and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondent, or from using in any way the statements, documents, or other materials produced or provided by

Respondent prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.

14. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondent and the Department's own factual examination. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
15. Upon request by the Department, Respondent shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
16. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondent:

HealthNow New York, Inc.
257 West Genesee Street
Buffalo, NY 14202
Attention: Kenneth Sodaro, Senior Vice President, General Counsel and Corporate Secretary

17. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
18. Respondent waives the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.

19. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
20. This Consent Order constitutes the entire agreement between the Department and Respondent relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
21. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
22. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondent for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.
23. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

HEALTHNOW NEW YORK, INC.

By: Kenneth Sodaro Dated: 3-21-19

Kenneth Sodaro

Senior Vice President, General Counsel and Corporate Secretary

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: Laura Evangelista Dated: 5/1/19

Laura Evangelista

Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 5/3/2019

Linda A. Lacewell
Acting Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

CDPHP Universal Benefits, Inc.,

No. 2019-0069-S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the "Department") conducted an investigation (the "Investigation") on whether CDPHP UNIVERSAL BENEFITS, INC., (hereinafter "Respondent") for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondent.

WHEREAS, the Department and Respondent are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondent.

BACKGROUND

1. Respondent is a DOMESTIC insurance company authorized pursuant to Article 43 of the New York Insurance Law.
2. New York Insurance Law §§ 4303(j) & (cc) require Respondent to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption (“Religious Exemption Request” or “Request”) and the entity is a religious employer that meets the requirements set out in New York Insurance Law § 4303(cc)(1)(A). Under New York Insurance Law, an entity must meet the following requirements to be a “religious employer”:
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. If an entity invokes a religious employer exemption under New York Insurance Law and the entity’s policy does not provide contraceptive coverage to its enrollees, Respondent is required by New York Insurance Law § 4303(cc)(2)(B) to send written notice to each enrollee of their right to purchase the contraceptive coverage via a rider (“Rider Coverage”).
4. The Department found that Respondent failed to send written notice of the Rider Coverage to three enrollees who were insured in coverage through an entity that was granted a Religious Exemption Request during the two-year investigation period.

FINDINGS

5. Respondent, for the time period January 1, 2016 through December 31, 2017, violated:

- a. New York Insurance Law § 4303(cc)(2)(B) when it failed to send written notice of the Rider Coverage to enrollees, whether the Requests were granted appropriately or not.
6. Respondent's violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

7. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondent violated: New York Insurance Law § 4303(cc)(2)(B).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

8. Respondent will correct the violations cited herein, including but not limited to:
 - a. Contacting all enrollees who should have received written notice of the Rider Coverage and making restitution with respect to claims regarding coverage for contraceptive drugs and devices from January 1, 2016 through December 31, 2017. Respondent will calculate the amount inappropriately imposed on enrollees who should have received written notice of Rider Coverage within thirty (30) days of this Consent Order. Respondent will reimburse enrollees who paid inappropriately for contraceptive coverage, including the payment of interest to the enrollee pursuant to New York Insurance Law § 3224-a(c), where applicable, within sixty (60) days of this Consent Order;
 - b. Devising a more robust review process that complies with guidance issued by the Department to ensure future Religious Exemption Requests are thoroughly reviewed to ensure all entities making a Request meet the requirements set out in New York Insurance Law § 4303(cc)(1)(A) before granting the exemption; and

- c. Within ninety (90) days from the date of Respondent's execution of this Consent Order, Respondent shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
9. Respondent will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

10. Within seven (7) days of the execution of this Consent Order, Respondent shall pay a civil penalty of **\$3,000**. Respondent agrees that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
11. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

12. In the event that the Department believes that Respondent has breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent and Respondent must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
13. The Department and Respondent understand and agree that Respondent's failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondent's Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings,

notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

14. If Respondent defaults on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondent. In the event of such termination, Respondent expressly agrees and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondent, or from using in any way the statements, documents, or other materials produced or provided by Respondent prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.
15. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondent and the Department's own factual examination. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
16. Upon request by the Department, Respondent shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
17. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondent:

CDPHP Universal Benefits, Inc.,
500 Patroon Creek Blvd
Albany, NY 12206-1057
Attention: Frederick B. Galt, Executive Vice President, Legal Affairs
General Counsel


18. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
19. Respondent waives the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
20. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
21. This Consent Order constitutes the entire agreement between the Department and Respondent relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
22. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
23. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondent for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.

24. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

CDPHP UNIVERSAL BENEFITS, INC.

By:  Dated: 3/21/17
Frederick B. Galt
Executive Vice President, Legal Affairs
General Counsel

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By:  Dated: 5/1/19
Laura Evangelista
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 5/3/2019

Linda A. Lacewell
Acting Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

**Oxford Health Insurance, Inc., Oxford Health Plans (NY), No. 2019-0073-S
Inc. and UnitedHealthcare Insurance Company of New York,**

Respondents.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the "Department") conducted an investigation (the "Investigation") on whether OXFORD HEALTH INSURANCE, INC., OXFORD HEALTH PLANS (NY), INC. and UNITED HEALTHCARE INSURANCE COMPANY OF NEW YORK (hereinafter "Respondents") for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

WHEREAS, the Department and Respondents are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

BACKGROUND

1. Respondents are two DOMESTIC insurance companies and one health maintenance organization authorized pursuant to Article 42 of the New York Insurance Law and Article 44 of the Public Health Law.
2. New York Insurance Law §§ 3221(l)(8) & (16) and 4303(j) & (cc) require Respondents to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption ("Religious Exemption Request" or "Request") and the entity is a religious employer that meets the requirements set out in New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A). Under New York Insurance Law, an entity must meet the following requirements to be a "religious employer":
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. The Department conducted an investigation to determine whether Respondents properly reviewed, and subsequently granted, the Religious Exemption Requests they received. For the time period January 1, 2016 through December 31, 2017, the Department found that Respondents improperly granted such Requests to twenty entities that did not meet the requirements set out in New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A).
4. If an entity invokes a religious employer exemption under New York Insurance Law and the entity's policy does not provide contraceptive coverage to its enrollees, Respondents are required by New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B) to send

written notice to each enrollee of their right to purchase the contraceptive coverage via a rider ("Rider Coverage").

5. The Department found that Respondents failed to send written notice of the Rider Coverage to eighty-five enrollees who were insured in coverage through entities that were granted Religious Exemption Requests during the two-year investigation period.

FINDINGS

6. Respondents, for the time period January 1, 2016 through December 31, 2017, violated:
 - a. New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A) when they granted Religious Exemption Requests to entities that did not meet the requirements as defined in the statute.
 - b. New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B) when they failed to send written notice of the Rider Coverage to enrollees, whether the Requests were granted appropriately or not.
7. Respondents' violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

8. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondents violated: New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A).
9. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondents violated: New York Insurance Law §§ 3221(l)(16)(B)(ii) and 4303(cc)(2)(B).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondents, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

10. Respondents will correct the violations cited herein, including but not limited to:
 - a. Contacting all enrollees who should have received written notice of the Rider Coverage and making restitution with respect to claims regarding coverage for contraceptive drugs and devices from January 1, 2016 through December 31, 2017. Respondents will send a letter to these enrollees within forty-five (45) days of this Consent Order. The letter will explain that Respondents have established special procedures under which enrollees can have payments they made for contraceptive services reviewed for reimbursement. The letter will include procedures for submission of a reimbursement request, the timeframe for submitting reasonable proof of the enrollees' actual out of pocket expenses and the types of acceptable documentation showing payment for contraceptive services. Respondents will give enrollees one hundred twenty (120) days to submit written requests for reimbursement. Respondents will also grant a reasonable request for more time to gather appropriate documentation if the request is received in writing within one hundred twenty (120) days from the date the enrollee received the letter. Reimbursement, including the payment of interest to the enrollee pursuant to New York Insurance Law § 3224-a(c), where applicable, will be made within thirty (30) days of the date when Respondents receive a complete request for reimbursement with documentation from the enrollee;
 - b. Devising a more robust review process to ensure future Religious Exemption Requests are thoroughly reviewed to ensure all entities making a Request meet the requirements set out in New York Insurance Law §§ 3221(l)(16)(A)(1) and 4303(cc)(1)(A) before granting the exemption; and
 - c. Within ninety (90) days from the date of Respondents' execution of this Consent Order, Respondents shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
11. Respondents will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

12. Within seven (7) days of the execution of this Consent Order, Respondents shall pay a civil penalty of **\$176,000**. Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
13. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

14. In the event that the Department believes that Respondents have breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondents and Respondents must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
15. The Department and Respondents understand and agree that Respondents' failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondents' Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

16. If Respondents default on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondents. In the event of such termination, Respondents expressly agree and

acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondents, or from using in any way the statements, documents, or other materials produced or provided by Respondents prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.

17. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondents and the Department's own factual examination. To the extent that representations made by Respondents are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
18. Upon request by the Department, Respondents shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
19. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondents:

Oxford Health Insurance, Inc.
Oxford Health Plans (NY), Inc.
UnitedHealthcare Insurance Company of New York
4 Research Drive, 5th Floor
Shelton, CT 06484
Attention:
Athena Tsakanikas, Director Regulatory Affairs and Senior Assoc. General Counsel
Susan Tully Abdo, Director Regulatory Affairs and Senior Assoc. General Counsel

20. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
21. Respondents waive the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
22. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
23. This Consent Order constitutes the entire agreement between the Department and Respondents relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
24. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
25. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondents for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.
26. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

**OXFORD HEALTH INSURANCE, INC.
OXFORD HEALTH PLANS (NY), INC.
UNITEDHEALTHCARE INSURANCE COMPANY OF NEW YORK**

By: Michael McGuire Dated: 4/2/2019

Michael McGuire
Health Plan CEO of NY

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: Laura Evangelista Dated: 5/1/19

Laura Evangelista
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 5/3/2019

Linda A. Lacewell
Acting Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

**Independent Health Association, Inc. and
Independent Health Benefits Corporation,**

No. 2019-0074-S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the "Department") conducted an investigation (the "Investigation") on whether INDEPENDENT HEALTH ASSOCIATION and INDEPENDENT HEALTH BENEFITS CORPORATION, (hereinafter "Respondents") for the time period January 1, 2016 to December 31, 2017 (1) properly reviewed and granted requests for exemptions from providing contraceptive coverage to enrollees by entities that claimed to be religious employers, and (2) properly provided written notice to each enrollee insured in coverage through the entity that claimed a religious exemption of their right to directly purchase a rider for the contraceptive coverage.

WHEREAS, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

WHEREAS, the Department and Respondents are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

NOW, THEREFORE, this Consent Order contains the Department's findings and the relief agreed to by the Department and Respondents.

BACKGROUND

1. Respondents are a DOMESTIC insurance company and health maintenance organization authorized pursuant to Article 43 of the New York Insurance Law and Article 44 of the Public Health Law.
2. New York Insurance Law §§ 4303(j) & (cc) require Respondents to provide contraceptive coverage to its enrollees, unless the entity that an enrollee is insured in coverage through requests an exemption ("Religious Exemption Request" or "Request") and the entity is a religious employer that meets the requirements set out in New York Insurance Law § 4303(cc)(1)(A). Under New York Insurance Law, an entity must meet the following requirements to be a "religious employer":
 - a. the inculcation of religious values is the purpose of the entity;
 - b. the entity primarily employs persons who share the religious tenets of the entity;
 - c. the entity serves primarily persons who share the religious tenets of the entity; and
 - d. the entity is a nonprofit organization as described in Section 6033(a)(2)(A)i or iii of the Internal Revenue Code of 1986, as amended.
3. The Department conducted an investigation to determine whether Respondents properly reviewed, and subsequently granted, the Religious Exemption Requests they received. For the time period January 1, 2016 through December 31, 2017, the Department found that Respondents improperly granted such Requests to six entities that did not meet the requirements set out in New York Insurance Law § 4303(cc)(1)(A).

FINDINGS

4. Respondents, for the time period January 1, 2016 through December 31, 2017, violated:
 - a. New York Insurance Law § 4303(cc)(1)(A) when they granted Religious Exemption Requests to entities that did not meet the requirements as defined in the statute.
5. Respondents' violations during the aforementioned time periods contravened New York Insurance Law.

VIOLATIONS

6. By reason of the foregoing, from January 1, 2016 through December 31, 2017, Respondents violated: New York Insurance Law § 4303(cc)(1)(A).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondents, and all of their subsidiaries, affiliates, successors, assigns, agents, representatives, employees, parent companies, and holding companies shall comply with the following:

7. Respondents will correct the violations cited herein, including but not limited to:
 - a. Devising a more robust review process that complies with guidance issued by the Department to ensure future Religious Exemption Requests are thoroughly reviewed to ensure all entities making a Request meet the requirements set out in New York Insurance Law § 4303(cc)(1)(A) before granting the exemption; and
 - b. Within ninety (90) days from the date of Respondents' execution of this Consent Order, Respondents shall provide an up-to-date detailed summary of the corrective actions taken, or proposed to be taken, in full compliance with this Consent Order.
8. Respondents will also take all necessary steps to comply with the New York Insurance Law with respect to their insurance products in the future.

MONETARY PENALTY

9. Within seven (7) days of the execution of this Consent Order, Respondents shall pay a civil penalty of **\$104,000**. Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
10. The above referenced payment shall be payable to the New York State Department of Financial Services account at JPMorgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

11. In the event that the Department believes that Respondents have breached this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent and Respondents must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, on the issue of whether a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
12. The Department and Respondents understand and agree that Respondents' failure to appear before the Department to make the required demonstration within the period set forth herein is presumptive evidence of Respondents' Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

13. If Respondents default on any of their obligations under this Consent Order, the Department may terminate the Consent Order at its sole discretion, upon ten (10) days' written notice to Respondents. In the event of such termination, Respondents expressly agree and

acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order against Respondents, or from using in any way the statements, documents, or other materials produced or provided by Respondents prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.

14. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondents and the Department's own factual examination. To the extent that representations made by Respondents are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
15. Upon request by the Department, Respondents shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
16. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: Laura Evangelista, Executive Deputy Superintendent for Insurance

If to the Respondents:

Independent Health Association, Inc. and
Independent Health Benefits Corporation
511 Farber Lakes Drive
Buffalo, NY 14221
Attention: John Mineo, Executive Vice President and General Counsel

17. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
18. Respondents waive the right to further notice and hearing in this matter as to any allegations of past violations up to and including 2017 and agree that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
19. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
20. This Consent Order constitutes the entire agreement between the Department and Respondents relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
21. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
22. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondents for the conduct set forth in this Consent Order, subject to the terms of this Consent Order.
23. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

**INDEPENDENT HEALTH ASSOCIATION and
INDEPENDENT HEALTH BENEFITS CORPORATION**

By: 

Dated: 4/2/19

John Mineo
Executive Vice President and General Counsel

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: 

Dated: 5/1/19

Laura Evangelista
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 5/3/2019

Linda A. Lacewell
Acting Superintendent of Financial Services