FORM A

STATEMENT REGARDING THE ACQUISITION OF CONTROL OF OR MERGER WITH A DOMESTIC HMO

HUMANA MEDICAL PLAN OF PENNSYLVANIA, INC.,
A SUBSIDIARY OF HUMANA INC.
(the "Domestic HMO")

by

AETNA INC.
(the "Applicant" or "Aetna")

Filed with the Pennsylvania Insurance Department

(the "Insurance Department")

Dated: July 29, 2015

Names, titles, addresses and telephone numbers of individuals to whom notices and correspondence concerning this Statement should be addressed:

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ITEM 1. DOMESTIC HMO AND METHOD OF ACQUISITION

This Statement relates to the proposed acquisition of control by Aetna Inc., a Pennsylvania corporation ("Aetna"), of Humana Medical Plan of Pennsylvania, Inc., a health maintenance organization ("HMO") domiciled in the Commonwealth of Pennsylvania (the "Domestic HMO"). The Domestic HMO is a direct wholly-owned subsidiary of, and controlled by, Humana Inc. ("Humana"). Humana is a publicly traded Delaware holding company for various insurance companies, health maintenance and dental maintenance organizations and related organizations. The Domestic HMO maintains its statutory home office at 5000 Ritter Road, Suite 101, Mechanicsburg, PA, 17055 and its main administrative office at 500 West Main Street, Louisville, KY 40202. The current organizational chart of the Domestic HMO and its affiliates is shown on the chart attached hereto as Exhibit 2 and is incorporated herein by reference.

The Applicant proposes to acquire control of the Domestic HMO in connection with its acquisition of Humana (the "Transaction"). Specifically, the Transaction contemplates that Echo Merger Sub, Inc., a direct wholly-owned subsidiary of Aetna established specifically for the Transaction ("Merger Sub 1"), will merge with and into Humana (the "First Merger"). As a result of the First Merger, Humana (the surviving entity of the First Merger) will become a direct wholly-owned subsidiary of Aetna. Immediately following the closing of the First Merger, Humana (as the surviving entity of the First Merger) will merge (the "Second Merger") with and into Echo Merger Sub, LLC, a direct wholly-owned subsidiary of Aetna established specifically for the Transaction, with Echo Merger Sub, LLC remaining as the surviving entity of the Second Merger (the "Surviving Company"). Following the Second Merger, the Surviving Company will remain a direct wholly-owned subsidiary of Aetna and will be renamed "Humana LLC." The terms and conditions governing the Transaction are further described in Aetna's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 6, 2015 (the "Form 8-K") attached as Exhibit 11, and in the Agreement and Plan of Merger dated as of July 2, 2015 (the "Acquisition Agreement") among Aetna, Merger Sub 1, Surviving Company and Humana, which is attached hereto as Exhibit 1. The Form 8-K and the Acquisition Agreement are both incorporated herein by reference.

Under the terms of the Acquisition Agreement, following the closing of the Transaction, Applicant will be the ultimate parent company of, and will thus control, the Domestic HMO. Attached as Exhibit 4-B is a chart reflecting the organizational structure of the Applicant and its affiliates following the closing of the Transaction based on Aetna's and Humana's respective current organizational structures.

Following the closing of the Transaction, the combined organization will help drive higher-quality and better-value health care by leveraging best-in-class practices from the two organizations (including Humana's chronic-care capabilities that measurably improve health outcomes for larger populations), reducing administrative costs and enabling the combined organization to better compete with more cost effective products.

The combined organization will also be well positioned to offer a broader choice of affordable, consumer-centric health care products by bringing together Aetna's and Humana's complementary capabilities and product focuses, helping to improve health outcomes, constrain cost growth, and promote wellness. The Transaction will provide Aetna with an enhanced ability to work with providers and create value-based payment agreements that result in better care to consumers, and spread cutting-edge clinical practices and quality care.

The combination of Aetna and Humana in connection with the Transaction will:

- Bring together complementary capabilities, in particular Humana's Medicare Advantage focus and Aetna's commercial presence, in a highly competitive marketplace. Humana has built a high quality, consumer-friendly Medicare platform, and will make Aetna's Medicare business more effective and competitive. Similarly, Aetna's capabilities will make Humana's commercial business more effective and competitive.

- Combine two organizations with longstanding commitments to promoting wellness, health and access to high-quality health care for everyone, while supporting the communities in which they serve.

- Reduce costs and enable the combined organization to offer more competitive products to consumers. Aetna has a proven track record of successful merger integration execution and achievement of cost savings.

- Enhance Aetna's provider engagement capabilities. The Transaction will improve relationships with providers by combining clinical intelligence, value-based reimbursement models, data integration and analytics solutions from both organizations. Humana has developed an excellent array of care management and provider engagement models that complement Aetna's population health assets.

- Build on each organization's respective efforts to improve their clinical engagement and consumer experience capabilities. The Transaction will improve Aetna's ability to provide innovative, technology-driven products, services and solutions to build healthier populations, promote higher quality health care at lower cost, and offer greater transparency and convenience for consumers.

- Bring together two organizations with leading percentages of membership in Medicare plans rated four Stars or higher by the Centers for Medicare & Medicaid Services.

As a result, the Transaction should benefit both Aetna's and Humana's members and insureds specifically and the insurance buying public in general.

The parties' respective obligations under the Acquisition Agreement to consummate the Transaction are subject to the prior satisfaction of certain conditions, including the approval of the Acquisition Agreement by Humana's stockholders, approval of the issuance of Aetna's common shares to Humana's stockholders by Aetna's stockholders, expiration or termination of the applicable waiting periods under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended ("HSR Act"), and receipt of all specified regulatory approvals (including the approval sought pursuant to this Statement). The parties to the Acquisition Agreement intend to close the Transaction as soon as practicable following receipt of these approvals and the satisfaction of the other closing conditions.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) Name and Address of the Applicant. The name and business address of the Applicant seeking to acquire control of the Domestic HMO is as follows:

Aetna Inc.
151 Farmington Avenue
Hartford, Connecticut 06156-3124

(b) Nature of the Applicant's Business.

Aetna is a publicly-owned company whose stock is traded on the New York Stock Exchange under the trading symbol AET. Aetna is one of the nation's leading diversified health care benefits companies, serving an estimated 46 million people with information and resources to help them make better informed decisions about their health care. Aetna offers a broad range of traditional, voluntary and consumer-directed health insurance products and related services, including medical, pharmacy, dental, behavioral health, group life and disability plans, and medical management capabilities, Medicaid health care management services and health information exchange technology services. Aetna's customers include employer groups, individuals, college students, part-time and hourly workers, health plans, health care providers, governmental units, government-sponsored plans, labor groups and expatriates.

Aetna's operations are conducted in three business segments: Health Care, Group Insurance and Large Case Pensions. Detailed descriptions of each of Aetna's business segments and the nature of Aetna's business for the past five years are set forth in Item 1 of each of Aetna's Annual Reports on Form 10-K for 2010 through 2014. Copies of Item 1 of each of these Annual Reports on Form 10-K collectively are attached hereto as Exhibit 5 (A-E), and are incorporated herein by reference. Attached hereto as Exhibit 9 (A-E) are Aetna's annual reports to shareholders, including audited consolidated financial statements for the years ended 2010 through 2014. Attached hereto as Exhibit 6 and incorporated herein by reference is Aetna's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015.

(c) Organizational Chart. Attached as Exhibit 4-A is a chart as of June 30, 2015 presenting the identities and interrelationships among the Applicant and all affiliates of the Applicant, including the percentage of voting securities of each such entity that is owned or controlled by Aetna, the type of organization and the state or other place of domicile. As can be seen in this chart, Aetna Health Inc. (a Pennsylvania corporation), Aetna Better Health Inc. (a Pennsylvania corporation) and HealthAmerica Pennsylvania, Inc. are HMO subsidiaries of the Applicant domiciled in the Commonwealth of Pennsylvania. HealthAssurance Pennsylvania, Inc. is a risk assuming preferred provider organization subsidiary of the Applicant domiciled in the Commonwealth of Pennsylvania and Aetna Health Insurance Company is an insurance company of the Applicant domiciled in the Commonwealth of Pennsylvania. Aetna Life Insurance Company, Aetna Health and Life Insurance Company, Aetna Insurance Company of Connecticut, American Continental Insurance Company, Continental Life Insurance Company of Brentwood, Tennessee, Coventry Health and Life Insurance Company and First Health Life & Health Insurance Company are subsidiaries of Applicant licensed in the Commonwealth of Pennsylvania.

There are no court proceedings involving a reorganization or liquidation pending with respect to Aetna or any other entity identified on Exhibit 4-A.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT

(a) Directors and Executive Officers' Business Addresses. A list setting forth the names and business addresses of the current directors and executive officers of the Applicant is attached as Exhibit 3. Following the close of the Transaction, Mark Bertolini will serve as Chairman and CEO of the combined company and the Applicant's Board of Directors will be expanded from twelve to sixteen directors to include four Humana directors who are independent with respect to Aetna and jointly designated by Humana and Aetna.

(b) Present Principal Business Activity, Occupation or Employment. The present principal business activity, occupation or employment, including positions and offices held, and the name, principal business and address of any corporation or other organization in which such employment is carried on, with respect to the directors and executive officers of the Applicant identified on Exhibit 3, are included in the biographical affidavits for such persons attached hereto as Exhibit 7 and are incorporated herein by reference. *The Applicant is requesting confidential treatment with respect to these biographical affidavits and will be filing them under separate cover.*

(c) Material Occupations, Positions, Offices or Employment. The material occupations, positions, offices or employment during the last five years, including the starting and ending dates of each, and the name, principal business and address of any business corporation or other organization in which each such occupation, position, office or employment was carried on, with respect to the directors and executive officers of the Applicant identified on Exhibit 3 are included in the biographical affidavits for such persons attached hereto as Exhibit 7. Except as set forth in Exhibit 7, no such

occupation, position, office or employment required licensing by or registration with any federal, state or municipal governmental agency. The current status of any such licensing or registration, and an explanation of any surrender, revocation, suspension or disciplinary proceedings in connection therewith, if any, will be stated in such biographical affidavits.

To the best of Aetna's knowledge based upon information provided to Aetna by its shareholders, there are no shareholders owning 10% or more of any class of Aetna's voting securities or who will own 10% or more of any class of Aetna's voting securities following the closing of the Transaction.

(d) Criminal Proceedings. To the best knowledge, information and belief of the Applicant, no director or executive officer of the Applicant identified on Exhibit 3 has been convicted in a criminal proceeding (excluding minor traffic violations) during the last ten years.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature, Source and Amount of Consideration. As described in the Acquisition Agreement and the Form 8-K, a copy of each of which is attached as Exhibit 1 and Exhibit 11 hereto, respectively, in consideration for the First Merger, each outstanding share of Humana's common stock (other than shares held, directly or indirectly, by Humana or Aetna and other than those shares with respect to which appraisal rights are properly exercised) will be converted into the right to receive (i) 0.8375 shares of Aetna's common stock and (ii) $125.00 in cash, without interest. Aetna expects to finance the cash portion of the Transaction with approximately $3.4 billion of cash that is projected to be available at Aetna and Humana at the time of the First Merger closing and by issuing approximately $16 billion of new term loans, debt and commercial paper. Aetna will also assume indirectly through Humana LLC, the Surviving Company of the Second Merger, all of Humana's outstanding debt, which principal amount totals approximately $3.8 billion. All of such foregoing debt, whether incurred as a result of the above financing, issuance of new term loans, debt and commercial paper by Aetna, or assumption by Aetna indirectly through Humana LLC of all of Humana's outstanding debt, will be the obligation of Aetna, the ultimate parent company, or of Humana LLC, a direct wholly-owned subsidiary of Aetna, and not an obligation of the Domestic HMO. The total dollar value of the Transaction is approximately $37 billion, based on the closing price of Aetna's common shares on the New York Stock Exchange on July 2, 2015.

Closing of the Transaction will require the approval of the Acquisition Agreement by Humana's stockholders and the approval of the issuance of Aetna's common shares to Humana's stockholders by Aetna's stockholders and is conditioned upon the expiration or termination of the applicable waiting periods under the HSR Act, and other customary closing conditions, including receipt of all specified regulatory approvals (including the approval sought pursuant to this Statement). The parties to the Acquisition Agreement intend to close the Transaction as soon as practicable following receipt of these approvals and the satisfaction of the other closing conditions.

(b) Criteria Used in Determining Nature and Amount of Consideration. The Applicant performed due diligence and reviewed, among other things, the financial statements, operations and legal documents of Humana and its subsidiaries. The Applicant utilized widely accepted valuation techniques to obtain an indication of value for determining the amount of consideration and also considered such additional factors and information as the Applicant deemed relevant under the circumstances including, but not limited to, the financial position and results of operations of Humana and its subsidiaries, their past and current business operations, historical and potential earnings, financial prospects, and assets and liabilities. Applicant utilized financial advisors and legal counsel to assist it in its due diligence and received the written opinion of each of Citigroup Global Markets Inc. and Lazard Fréres & Co. LLC, financial advisors, to the effect that, as of the date of the Acquisition Agreement, the Merger Consideration (as defined in the Acquisition Agreement) to be paid by Aetna to Humana's stockholders pursuant to the Acquisition Agreement was fair to the Applicant from a financial point of view. In addition, the basis and terms of the Transaction, including the nature and amount of consideration, were determined by arm's-length negotiations between the respective management and representatives of the Applicant and Humana. The respective boards of directors of the Applicant and Humana unanimously have approved the Transaction.

ITEM 5. FUTURE PLANS FOR HMO

Aetna has no present plans or proposals following the closing of the Transaction to cause the Domestic HMO to declare any extraordinary dividend, to liquidate the Domestic HMO, to sell any material portion of the assets of the Domestic HMO, to merge it with any other person or persons or to make any other material change in the Domestic HMO's business, corporate structure, management or general plan of operations. From time to time following the closing of the Transaction, Aetna may assess the advisability of causing the Domestic HMO to declare a dividend. Such determination and any declaration would be effected in compliance with all applicable statutory and regulatory requirements.

Following the closing of the Transaction, the Domestic HMO will maintain its separate corporate existence and will be an indirect wholly-owned subsidiary of Aetna. No specific material changes in the Board of Directors or senior management or operations of the Domestic HMO are currently planned as part of the Transaction or immediately after the Transaction other than to replace any current Board members or employees who resign following the closing of the Transaction. If any such changes were to occur following the closing of the Transaction, they would be communicated to the Insurance Department as appropriate and as required by law and would be effected in compliance with all applicable statutory and regulatory requirements.

After the Transaction is consummated and as part of the ongoing integration of the management and operation of Aetna's health businesses and Humana's health businesses, which Aetna is acquiring, Aetna may choose, from time to time, to combine the operations of two or more of its subsidiaries (including the Domestic HMO) into a single entity where such subsidiaries operate in the same state or other geography and/or

to terminate existing and enter into new affiliate or intercompany agreements such as Federal tax sharing agreements. Any such combination or any changes to affiliate or intercompany agreements proposed to be made with respect to the Domestic HMO following the Transaction would be implemented subject to and after any required insurance regulatory approvals (including of the Insurance Department), as appropriate and as required by law, and would be effected in compliance with all applicable statutory and regulatory requirements.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

Humana currently beneficially owns directly 100% of the issued and outstanding voting securities of the Domestic HMO. As discussed above, Aetna plans to acquire control of the Domestic HMO through the acquisition of 100% of the issued and outstanding capital stock of Humana, the Domestic HMO's ultimate parent company. Upon and following completion of the Transaction, Aetna will indirectly own and control all the shares of the Domestic HMO's issued and outstanding capital stock.

The terms and conditions of the Transaction are set forth in the Acquisition Agreement attached as Exhibit 1 and are discussed in Items 1 and 4 above. The discussion in Item 4 relating to the criteria used in determining the nature and amount of consideration to be conveyed for the Transaction and the transactions contemplated thereby is incorporated herein by reference as the statement of the method by which the fairness of the proposed Transaction was derived.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Humana currently beneficially owns directly 100% of the issued and outstanding voting securities of the Domestic HMO. Neither Applicant, its affiliates nor any person identified on Exhibit 3 currently beneficially owns any voting securities of the Domestic HMO or, except as contemplated by the Acquisition Agreement, has any right to acquire beneficial ownership of any voting security issued by the Domestic HMO.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE HMO

The Acquisition Agreement contemplates that immediately following the Transaction, Aetna indirectly will own 100% of the capital stock of the Domestic HMO. Other than as contemplated by the Acquisition Agreement, there are no contracts, arrangements or understandings, whether oral or written, with respect to any voting security issued by the Domestic HMO in which Aetna, any affiliate of Aetna or any person identified on Exhibit 3 is involved.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

During the past twelve (12) calendar months preceding the filing of this Statement, neither the Applicant, its affiliates nor any person identified on Exhibit 3 has purchased any voting securities of the Domestic HMO.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Neither the Applicant, its affiliates, any person identified on Exhibit 3, nor anyone else based upon interviews or at the suggestion of the Applicant, its affiliates or any person identified on Exhibit 3, made any recommendations to purchase any voting security of the Domestic HMO during the twelve (12) calendar months preceding the filing of this Statement.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

Neither Aetna nor any of its affiliates nor any person identified on Exhibit 3 has or will have any contract, understanding or agreement with any broker-dealers as to the solicitation of any voting security for tender issued by the Domestic HMO.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a)-(b) Financial Statements and Exhibits. The following is a list of the financial statements and exhibits filed with this Statement:

Exhibit 1	Agreement and Plan of Merger dated as of July 2, 2015 (the "Acquisition Agreement"), among Aetna, Merger Sub 1, Echo Merger Sub, LLC and Humana.
Exhibit 2	Current organizational chart of Humana and its affiliates.
Exhibit 3	Directors and executive officers of Aetna.
Exhibit 4-A	Current organizational chart of Aetna and its affiliates.
Exhibit 4-B	Pro Forma organizational chart of Aetna and its affiliates following the Transaction.
Exhibit 5-A	Item 1 of Aetna's 2014 Annual Report on Form 10-K.
Exhibit 5-B	Item 1 of Aetna's 2013 Annual Report on Form 10-K.
Exhibit 5-C	Item 1 of Aetna's 2012 Annual Report on Form 10-K.
Exhibit 5-D	Item 1 of Aetna's 2011 Annual Report on Form 10-K.
Exhibit 5-E	Item 1 of Aetna's 2010 Annual Report on Form 10-K.
Exhibit 6	Aetna's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015.
Exhibit 7	NAIC Biographical Affidavits of Directors and Executive Officers of Aetna. *The Applicant is requesting confidential treatment with respect to these biographical affidavits and will be filing them under separate cover.*

Exhibit 8-A Humana's 2014 Annual Report to Stockholders

Exhibit 8-B Humana's 2013 Annual Report to Stockholders

Exhibit 9-A Aetna's 2014 Annual Report to Shareholders (including audited consolidated Financial Statements and the independent public accounting firm's report thereon).

Exhibit 9-B Aetna's 2013 Annual Report to Shareholders (including audited consolidated Financial Statements and the independent public accounting firm's report thereon).

Exhibit 9-C Aetna's 2012 Annual Report to Shareholders (including audited consolidated Financial Statements and the independent public accounting firm's report thereon).

Exhibit 9-D Aetna's 2011 Annual Report to Shareholders (including audited consolidated Financial Statements and the independent public accounting firm's report thereon).

Exhibit 9-E Aetna's 2010 Annual Report to Shareholders (including audited consolidated Financial Statements and the independent public accounting firm's report thereon).

Exhibit 10 Financial Projections and Business Plan of the Domestic HMO. *The Applicant is requesting confidential treatment with respect to these financial projections and will be filing them under separate cover.*

Exhibit 11 Aetna Form 8-K filed with the Securities and Exchange Commission on July 6, 2015.

(c) Other Information. There are no tender offers for, requests or invitations for, tenders of, exchange offers for or agreements to acquire or exchange any voting security of the Domestic HMO, or additional soliciting materials relating thereto, any proposed employment, consultation, advisory, managing general agent, controlling producer or management contracts concerning the Domestic HMO entered into in connection with the Transaction, other than as disclosed herein.

ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT

Applicant agrees to provide, to the best of its knowledge and belief, the information required by Form F within thirty (30) days after the end of the month in which the acquisition of control occurs and annually thereafter as long as control exists or upon request as necessary for the Commissioner to evaluate enterprise risk of the Domestic HMO unless otherwise ordered by the Commissioner.

SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Section 1402 of the Pennsylvania Insurance Holding Company Systems Act, Aetna Inc. has caused this application to be duly signed on its behalf in the City of Hartford and State of Connecticut on the on the 20th day of July, 2015.

AETNA INC.

By: _____
Name: William J. Casazza
Title: Executive Vice President and General Counsel

Attest:

By: _____
Name: Edward C. Lee
Title: Assistant Secretary

CERTIFICATION

The undersigned deposes and says that he has duly executed the attached application dated July 20, 2015, for and on behalf of Aetna Inc.; that he is the Executive Vice President and General Counsel of such company and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

Signature _____
William J. Casazza