UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2020

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

for the transition period from _____ to _____

Commission file number 1-38769

Cigna Corporation
(Exact name of registrant as specified in its charter)

Delaware	**82-4991898**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

900 Cottage Grove Road
Bloomfield, Connecticut 06002
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(860) 226-6000**

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value $0.01	CI	New York Stock Exchange, Inc.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No _

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No _

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller Reporting Company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Yes _

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of April 30, 2020, 368,980,984 shares of the issuer's common stock were outstanding.

Cigna Corporation

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As used herein, "Cigna" or the "Company" refers to one or more of Cigna Corporation and its consolidated subsidiaries.

Part I. ***FINANCIAL INFORMATION***

Item 1. ***FINANCIAL STATEMENTS***

Cigna Corporation
Consolidated Statements of Income

(In millions, except per share amounts)	Unaudited Three Months Ended March 31, 2020	2019
Revenues		
Pharmacy revenues	**$ 25,098**	$ 25,179
Premiums	**10,840**	9,971
Fees and other revenues	**2,178**	2,450
Net investment income	**353**	346
Total revenues	**38,469**	37,946
Benefits and expenses		
Pharmacy and other service costs	**24,190**	24,050
Medical costs and other benefit expenses	**8,322**	7,620
Selling, general and administrative expenses	**3,398**	3,303
Amortization of acquired intangible assets	**498**	743
Total benefits and expenses	**36,408**	35,716
Income from operations	**2,061**	2,230
Interest expense and other	**(391)**	(452)
Debt extinguishment costs	**(185)**	—
Net realized investment gains (losses)	**(88)**	10
Income before income taxes	**1,397**	1,788
Total income taxes	**208**	416
Net income	**1,189**	1,372
Less: net income attributable to noncontrolling interests	**8**	4
Shareholders' net income	**$ 1,181**	$ 1,368
Shareholders' net income per share		
Basic	**$ 3.19**	$ 3.61
Diluted	**$ 3.15**	$ 3.56

The accompanying Notes to the Consolidated Financial Statements (unaudited) are an integral part of these statements.

Cigna Corporation
Consolidated Statements of Comprehensive Income

(In millions)		Unaudited Three Months Ended March 31, 2020		2019
Net income	**$**	**1,189**	$	1,372
Other comprehensive (loss) income, net of tax				
Net unrealized (depreciation) appreciation on securities and derivatives		**(428)**		442
Net translation (losses) on foreign currencies		**(175)**		(26)
Postretirement benefits liability adjustment		**13**		11
Other comprehensive (loss) income, net of tax		**(590)**		427
Total comprehensive income		**599**		1,799
Comprehensive income (loss) attributable to noncontrolling interests				
Net income attributable to redeemable noncontrolling interest		**4**		3
Net income attributable to other noncontrolling interests		**4**		1
Other comprehensive (loss) attributable to redeemable noncontrolling interest		**(4)**		(2)
Total comprehensive income attributable to noncontrolling interests		**4**		2
SHAREHOLDERS' COMPREHENSIVE INCOME	**$**	**595**	$	1,797

The accompanying Notes to the Consolidated Financial Statements (unaudited) are an integral part of these statements.

Cigna Corporation
Consolidated Balance Sheets

(In millions)	Unaudited As of March 31, 2020	As of December 31, 2019
Assets		
Cash and cash equivalents	**$ 4,452**	$ 4,619
Investments	**973**	937
Accounts receivable, net	**11,735**	10,716
Inventories	**2,565**	2,661
Other current assets	**1,733**	1,400
Assets of business held for sale	**9,419**	9,512
Total current assets	**30,877**	29,845
Long-term investments	**20,608**	21,542
Reinsurance recoverables	**5,047**	5,100
Deferred policy acquisition costs	**2,959**	2,958
Property and equipment	**4,317**	4,417
Goodwill	**44,584**	44,602
Other intangible assets	**36,162**	36,562
Other assets	**2,517**	2,283
Separate account assets	**7,640**	8,465
TOTAL ASSETS	**$ 154,711**	$ 155,774
Liabilities		
Current insurance and contractholder liabilities	**$ 5,030**	$ 4,921
Pharmacy and service costs payable	**10,797**	10,454
Accounts payable	**5,585**	5,090
Accrued expenses and other liabilities	**7,585**	7,347
Short-term debt	**4,340**	5,514
Liabilities of business held for sale	**7,043**	6,812
Total current liabilities	**40,380**	40,138
Non-current insurance and contractholder liabilities	**15,838**	16,052
Deferred tax liabilities, net	**9,066**	9,387
Other non-current liabilities	**4,519**	4,460
Long-term debt	**32,147**	31,893
Separate account liabilities	**7,640**	8,465
TOTAL LIABILITIES	**109,590**	110,395
Contingencies — Note 19		
Redeemable noncontrolling interests	**35**	35
Shareholders' equity		
Common stock [(1)]	**4**	4
Additional paid-in capital	**28,554**	28,306
Accumulated other comprehensive loss	**(1,527)**	(941)
Retained earnings	**21,298**	20,162
Less: treasury stock, at cost	**(3,250)**	(2,193)
TOTAL SHAREHOLDERS' EQUITY	**45,079**	45,338
Other noncontrolling interests	**7**	6
Total equity	**45,086**	45,344
Total liabilities and equity	**$ 154,711**	$ 155,774

(1) Par value per share, $0.01; shares issued, 388 million as of March 31, 2020 and 386 million as of December 31, 2019; authorized shares, 600 million.

The accompanying Notes to the Consolidated Financial Statements (unaudited) are an integral part of these statements.

Cigna Corporation

Consolidated Statements of Changes in Total Equity

Unaudited

Three Months Ended March 31, 2020

(In millions)	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive (Loss)	Retained Earnings	Treasury Stock	Shareholders' Equity	Other Non-controlling Interests	Total Equity	Redeemable Noncontrolling Interests
Balance at December 31, 2019	**$ 4**	**$ 28,306**	**$ (941)**	**$ 20,162**	**$ (2,193)**	**$ 45,338**	**$ 6**	**$ 45,344**	**$ 35**
Cumulative effect of adopting new credit loss guidance (ASU 2016-13) [(1)]				**(30)**		**(30)**		**(30)**	
Effect of issuing stock for employee benefit plans		**248**			**(78)**	**170**		**170**	
Other comprehensive income (loss)			**(586)**			**(586)**		**(586)**	**(4)**
Net income				**1,181**		**1,181**	**4**	**1,185**	**4**
Common dividends declared (per share: $0.04)				**(15)**		**(15)**		**(15)**	
Repurchase of common stock					**(979)**	**(979)**		**(979)**	
Other transactions impacting noncontrolling interests							**(3)**	**(3)**	
Balance at March 31, 2020	**$ 4**	**$ 28,554**	**$ (1,527)**	**$ 21,298**	**$ (3,250)**	**$ 45,079**	**$ 7**	**$ 45,086**	**$ 35**

Three Months Ended March 31, 2019

(In millions)	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive (Loss)	Retained Earnings	Treasury Stock	Shareholders' Equity	Other Non-controlling Interests	Total Equity	Redeemable Noncontrolling Interests
Balance at December 31, 2018	$ 4	$ 27,751	$ (1,711)	$ 15,088	$ (104)	$ 41,028	$ 7	$ 41,035	$ 37
Cumulative effect of adopting new lease accounting guidance (ASU 2016-02)				(15)		(15)		(15)	
Effect of issuing stock for employee benefit plans		104			(29)	75		75	
Other comprehensive income (loss)			429			429		429	(2)
Net income				1,368		1,368	1	1,369	3
Common dividends declared (per share: $0.04)				(15)		(15)		(15)	
Repurchase of common stock					(462)	(462)		(462)	
Other transactions impacting noncontrolling interests							(3)	(3)	
Balance at March 31, 2019	$ 4	$ 27,855	$ (1,282)	$ 16,426	$ (595)	$ 42,408	$ 5	$ 42,413	$ 38

(1) See Note 3 for further information about the Company's adoption of new credit loss guidance (ASU 2016-13).

Cigna Corporation
Consolidated Statements of Cash Flows

(In millions)	Unaudited Three Months Ended March 31, 2020	2019
Cash Flows from Operating Activities		
Net income	**$ 1,189**	$ 1,372
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**693**	897
Realized investment losses (gains), net	**88**	(10)
Deferred income tax (benefit)	**(161)**	(162)
Debt extinguishment costs	**185**	—
Net changes in assets and liabilities, net of non-operating effects:		
Accounts receivable	**(1,056)**	(396)
Inventories	**96**	440
Deferred policy acquisition costs	**(138)**	(51)
Reinsurance recoverable and Other assets	**(210)**	124
Insurance liabilities	**341**	360
Pharmacy and service costs payable	**408**	444
Accounts payable and Accrued expenses and other liabilities	**308**	91
Other, net	**144**	83
NET CASH PROVIDED BY OPERATING ACTIVITIES	**1,887**	3,192
Cash Flows from Investing Activities		
Proceeds from investments sold:		
Debt securities and equity securities	**756**	1,471
Investment maturities and repayments:		
Debt securities and equity securities	**408**	319
Commercial mortgage loans	**5**	89
Other sales, maturities and repayments (primarily short-term and other long-term investments)	**346**	367
Investments purchased or originated:		
Debt securities and equity securities	**(1,174)**	(1,088)
Commercial mortgage loans	**—**	(95)
Other (primarily short-term and other long-term investments)	**(380)**	(388)
Property and equipment purchases, net	**(267)**	(194)
Acquisitions, net of cash acquired	**—**	(6)
Other, net	**37**	—
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	**(269)**	475
Cash Flows from Financing Activities		
Deposits and interest credited to contractholder deposit funds	**267**	247
Withdrawals and benefit payments from contractholder deposit funds	**(255)**	(251)
Net change in short-term debt	**(180)**	(1,048)
Payments for debt extinguishment	**(192)**	—
Repayment of long-term debt	**(4,209)**	(1,000)
Net proceeds on issuance of long-term debt	**3,470**	—
Repurchase of common stock	**(956)**	(462)
Issuance of common stock	**153**	53
Other, net	**84**	(73)
NET CASH (USED IN) FINANCING ACTIVITIES	**(1,818)**	(2,534)
Effect of foreign currency rate changes on cash, cash equivalents and restricted cash	**(37)**	(12)
Net (decrease) increase in cash, cash equivalents and restricted cash	**(237)**	1,121
Cash, cash equivalents, and restricted cash January 1, [1]	**5,411**	3,855
Cash, cash equivalents and restricted cash, March 31,	**5,174**	4,976
Cash reclassified to assets of business held for sale	**(597)**	—
Cash, cash equivalents, and restricted cash March 31, per Consolidated Balance Sheets [2]	**$ 4,577**	$ 4,976
Supplemental Disclosure of Cash Information:		
Income taxes paid, net of refunds	**$ 81**	$ 29
Interest paid	**$ 395**	$ 377

(1) Includes restricted cash of $26 million reported in Other assets, $23 million reported in Long-term investments, and $743 million reported in Assets of business held for sale as of January 1, 2020.

(2) Includes restricted cash of $125 million reported in Other long-term investments as of March 31, 2020.

The accompanying Notes to the Consolidated Financial Statements (unaudited) are an integral part of these statements.

CIGNA CORPORATION

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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Note 1 – Description of Business

Cigna Corporation, together with its subsidiaries (either individually or collectively referred to as "Cigna," the "Company," "we," "our" or "us") is a global health service organization with a mission of helping those we serve improve their health, well-being and peace of mind. Our evolved strategy in support of our mission is ***Go Deeper, Go Local, Go Beyond*** using a differentiated set of pharmacy, medical, dental, disability, life and accident insurance and related products and services offered by our subsidiaries.

The majority of these products are offered through employers and other groups such as governmental and non-governmental organizations, unions and associations. Cigna also offers commercial health and dental insurance, Medicare and Medicaid products and health, life and accident insurance coverages to individuals in the United States and selected international markets. In addition to these ongoing operations, Cigna also has certain run-off operations.

The Company reports its results in the following segments.

Health Services includes pharmacy benefits management, specialty pharmacy services, clinical solutions, home delivery and health management services.

Integrated Medical offers a variety of health care solutions to employers and individuals.

- The ***Commercial*** operating segment serves employers (also referred to as "clients") and their employees (also referred to as "customers") and other groups. This segment provides deeply integrated medical and specialty offerings including medical, pharmacy, dental, behavioral health and vision, health advocacy programs and other products and services to insured and self-insured clients.
- The ***Government*** operating segment offers Medicare Advantage, Medicare Supplement and Medicare Part D plans for seniors (including the acquired Express Scripts' Medicare Part D business), Medicaid plans, and individual health insurance coverage both on and off the public exchanges.

International Markets includes supplemental health, life and accident insurance products and health care coverage in our international markets, as well as health care benefits to globally mobile employees of multinational organizations.

The remainder of our business operations are reported in ***Group Disability and Other,*** consisting of the following:

- ***Group Disability and Life*** provides group long-term and short-term disability, group life, accident, voluntary and specialty insurance products and related services. In December 2019, Cigna entered into a definitive agreement to sell the domestic U.S. Group Disability and Life insurance business to New York Life Insurance Company. See Note 6 to the Consolidated Financial Statements for further information on the classification of this business as held for sale.
- ***Corporate-Owned Life Insurance ("COLI")*** offers permanent insurance contracts sold to corporations to provide coverage on the lives of certain employees for the purpose of financing employer-paid future benefit obligations.
- ***Run-off businesses:***
  - ***Reinsurance:*** predominantly comprised of guaranteed minimum death benefit ("GMDB") and guaranteed minimum income benefit ("GMIB") business effectively exited through reinsurance with Berkshire Hathaway Life Insurance Company of Nebraska ("Berkshire") in 2013.
  - ***Settlement Annuity*** business in run-off.

- ***Individual Life Insurance and Annuity and Retirement Benefits Businesses:*** deferred gains from the sales of these businesses.

Corporate reflects amounts not allocated to operating segments, including interest expense, net investment income on investments not supporting segment and other operations, interest on uncertain tax positions, certain litigation matters, expense associated with our frozen pension plans, severance, certain enterprise-wide projects and intersegment eliminations for products and services sold between segments.

Note 2 – COVID-19 and Related Economic Impact

Following the emergence of the novel strain of coronavirus (COVID-19), Cigna has been actively monitoring all aspects of our business. The effects of the COVID-19 pandemic on the Company began to emerge in the U.S. at the end of the first quarter and were not material to the Company's results of operations or financial condition as of or for the three months ended March 31, 2020. As described below, management has taken a number of steps to assess the impact on our business, including the financial reporting implications associated with this pandemic.

The Company conducted its normal quarterly qualitative assessment of goodwill impairment, and concluded that the current economic and business conditions did not result in a triggering event requiring a quantitative impairment analysis. All other long-lived assets, including intangible assets, were reviewed for impairment and no material impairments were recorded for the three months ended March 31, 2020.

The Company reviewed all classes of financial instruments including investments, accounts receivable and reinsurance recoverables, and recorded an additional allowance for expected credit losses of $55 million related to investments (see Note 11 to the Consolidated Financial Statements) and $13 million related to accounts receivable (see Note 4 to the Consolidated Financial Statements) for the three months ended March 31, 2020. The Company also initiated several actions to assist our customers, clients, health care providers, and employees in this time of crisis. The financial impact of these actions for the three months ended March 31, 2020 was not material.

Additionally, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was enacted on March 27, 2020 in the United States. The impact of this new legislation was not material to the Company's financial results for the three months ended March 31, 2020. The Company did not request any funding under the CARES Act. However, in April 2020 the Company received $41 million from the provider relief fund, all of which has been returned to the U.S. Department of Health and Human Services.

Note 3 – Summary of Significant Accounting Policies

Basis of Presentation

The Consolidated Financial Statements include the accounts of Cigna Corporation and its consolidated subsidiaries. Intercompany transactions and accounts have been eliminated in consolidation. These Consolidated Financial Statements were prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”).

Amounts recorded in the Consolidated Financial Statements necessarily reflect management’s estimates and assumptions about medical costs, investment and receivable valuations, interest rates and other factors. Significant

estimates are discussed throughout these Notes; however, actual results could differ from those estimates. The impact of a change in estimate is generally included in earnings in the period of adjustment.

These interim Consolidated Financial Statements are unaudited but include all adjustments (including normal recurring adjustments) necessary, in the opinion of management, for a fair statement of financial position and results of operations for the periods reported. The interim Consolidated Financial Statements and Notes should be read in conjunction with the Consolidated Financial Statements and Notes included in the 2019 Annual Report on Form 10-K ("2019 Form 10-K"). The preparation of interim Consolidated Financial Statements necessarily relies heavily on estimates. This and other factors, including the seasonal nature of portions of the health care and related benefits business, competitive and other market conditions, as well as COVID-19 related impacts, call for caution in estimating full-year results based on interim results of operations.

Recent Accounting Pronouncements

The Company's 2019 Form 10-K includes discussion of significant recent accounting pronouncements that either have impacted our financial statements or may impact them in the future. The following information provides updates on recently adopted or recently issued accounting pronouncements that have occurred since the Company filed its 2019 Form 10-K.

Recently Adopted Accounting Guidance

Accounting Standard and Adoption Date	Requirements and Effects of Adopting New Guidance
Measurement of Credit Losses on Financial Instruments (Accounting Standards Update (ASU) 2016-13 and related amendments) Adopted as of January 1, 2020	Requires: • A new approach using expected credit losses to estimate and recognize credit losses for certain financial instruments (such as mortgage loans, reinsurance recoverables and other receivables) when such instruments are first originated or acquired, and in each subsequent reporting period, compared with the incurred loss model previously followed under GAAP. At adoption, the Company recorded an allowance for estimated credit losses and subsequent changes in the allowance will be reported in current period earnings. • Changes in the criteria for impairment of available-for-sale debt securities Effects of adoption: • Adopted using a modified retrospective approach • Cumulative effect adjustment of $30 million after-tax was recorded as a reduction to retained earnings as of January 1, 2020, reflecting an additional allowance for future expected credit losses required under the new model, primarily related to reinsurance recoverables. • See additional information regarding the Company's accounting policy for establishing the allowance for credit losses in Note 4, Accounts Receivable, Net, Note 10, Reinsurance, and Note 11, Investments.
Simplifying the Test for Goodwill Impairment (ASU 2017-04) Adopted as of January 1, 2020	Requires: • A simplified approach to the accounting for goodwill impairment by eliminating the need to determine the fair value of individual assets and liabilities of a reporting unit to measure a goodwill impairment • The amount of goodwill impairment to equal the amount by which a reporting unit's carrying value exceeds its fair value, limited to the total amount of goodwill of the reporting unit Effects of adoption: • Adopted on a prospective basis • There was no impact of adopting this new standard to the Company's financial statements because our quarterly qualitative assessments did not result in a triggering event for impairment of goodwill.

In the first quarter of 2020, the Company adopted other accounting guidance in addition to the standards listed above, with no material impact to our financial statements.

Accounting Guidance Not Yet Adopted

Accounting Standard and Effective Date	Requirements and Expected Effects of New Guidance Not Yet Adopted
Facilitation of the Effects of Reference Rate Reform on Financial Reporting (ASU 2020-04) Optional, effective upon issuance (March 12, 2020) through December 31, 2022	Guidance: • Provides temporary optional relief to ease the potential burden of accounting for reference rate reform under existing GAAP. Amendments are elective and apply to all entities that have contracts, hedging relationships and other transactions that reference interbank offered rates, including LIBOR, expected to be discontinued by December 31, 2021. • Permits optional expedients and exceptions to simplify the accounting for contract modifications, hedging arrangements and held-to-maturity investments, when certain changes are made to a contract or instrument to facilitate reference rate reform. • An entity may elect to apply the amendments, by topic or subsection, at any point prospectively through December 31, 2022. When elected, the optional expedients must be applied consistently for all eligible contracts or transactions. Expected effects: • The Company is evaluating the impact and timing of adoption of this guidance along with the required phase out of the use of LIBOR by the end of 2021. • To date, the Company has identified minimal exposure to LIBOR and does not anticipate that LIBOR's phase-out will have a material impact on its operations or financial results.

Note 4 - Accounts Receivable, Net

Accounting policy. The Company's accounts receivable balances primarily include amounts due from clients, third-party payors, customers and pharmaceutical manufacturers, and are presented net of allowances. The Company's adoption of ASU 2016-13, *Measurement of Credit Losses on Financial Instruments* (ASU 2016-13), as of January 1, 2020 did not have a material impact on our accounts receivable credit loss allowance, as there were no substantive changes to our methodology for this class of assets. The allowance for expected credit losses for current accounts receivable is based primarily on past collections experience relative to the length of time receivables are past due; however, when available evidence reasonably supports an assumption that counterparty credit risk over the expected payment period will differ from current and historical payment collections, a forecasting adjustment is reflected in the allowance for expected credit losses.

All other (non-credit) allowances are based on the current status of each customer's receivable balance as well as current economic and market conditions and a variety of other factors, including the length of time the receivables are past due, the financial health of customers and our past experience. We bill pharmaceutical manufacturers based on management's interpretation of contractual terms and estimate a contractual allowance based on the best information available at the time a claim is processed. Contractual allowances for certain rebates receivable from pharmaceutical manufacturers are determined by reviewing payment experience and specific known items that could be adjusted under contract terms. The Company's estimation process for contractual allowances for pharmaceutical manufacturer receivables generally results in an allowance for balances outstanding greater than 90 days.

Contractual allowances for certain receivables from third-party payors are based on their contractual terms and are estimates based on the Company's best information available at the time revenue is recognized.

Receivables are written off only when all collection attempts have failed and such amounts are determined unrecoverable. We regularly review the adequacy of these allowances based on a variety of factors, including age of the outstanding receivable and collection history. When circumstances related to specific collection patterns change, estimates of the recoverability of receivables are adjusted.

The following amounts were included within accounts receivable, net:

(In millions)		**March 31, 2020**		**December 31, 2019**
Noninsurance customer receivables	**$**	**5,522**	$	5,143
Pharmaceutical manufacturers receivable [(1)]		**3,631**		3,439
Insurance customer receivables		**2,839**		2,321
Other receivables		**359**		334
Total		**12,351**		11,237
Accounts receivable, net classified as assets of business held for sale		**(616)**		(521)
Accounts receivable, net per Consolidated Balance Sheets	**$**	**11,735**	$	10,716

(1) Includes receivables from service contracts with customers of $222 million at March 31, 2020 and $285 million at December 31, 2019 .

These receivables are reported net of our allowances of $928 million as of March 31, 2020 and $778 million as of December 31, 2019. These allowances include contractual allowances for certain rebates receivable with pharmaceutical manufacturers and certain receivables from third-party payors, discounts and claims adjustments issued to customers in the form of client credits, an allowance for the balance of our ACA risk corridor receivables, an allowance for current expected credit losses and other non-credit adjustments. The Company's allowance for current expected credit losses was $61 million as of March 31, 2020 and $39 million as of January 1, 2020 (no change to allowance for credit losses from December 31, 2019). The allowance for current expected credit losses as of March 31, 2020 includes an additional forecasting adjustment of $13 million related to COVID-19 (see Note 2).

Note 5 – Mergers and Acquisitions

Integration and Transaction-related Costs

The Company incurred integration and transaction costs related to the acquisition and integration of Express Scripts, the terminated merger with Anthem, Inc. (“Anthem”), the sale of the U.S. Group Disability and Life insurance business, and other transactions. These costs were $97 million pre-tax ($74 million after-tax) for the three months ended March 31, 2020, compared with $136 million pre-tax ($108 million after-tax) for the three months ended March 31, 2019 and consisted primarily of certain projects to integrate or separate the Company’s systems, products and services, fees for legal, advisory and other professional services and certain employment-related costs.

Note 6 – Assets and Liabilities of Business Held for Sale

In December 2019, Cigna entered into a definitive agreement to sell its U.S. Group Disability and Life insurance business to New York Life Insurance Company for $6.3 billion. The sale is expected to close in the third quarter of 2020 following applicable regulatory approvals and other customary closing conditions. The Company believes this sale is probable and has aggregated and classified the assets and liabilities directly associated with the pending sale of its Group Disability and Life insurance business as held for sale and has reported them separately on our Consolidated Balance Sheets as of March 31, 2020 and December 31, 2019. The assets and liabilities of business held for sale were as follows:

(In millions)	**March 31, 2020**	**December 31, 2019**
Cash and cash equivalents	**$ 597**	$ 743
Accounts receivable, net	**616**	521
Investments	**7,659**	7,709
Other assets	**547**	539
Total assets of business held for sale	**9,419**	9,512
Insurance and contractholder liabilities	**6,441**	6,308
Other liabilities	**602**	504
Total liabilities of business held for sale	**$ 7,043**	$ 6,812

Note 7 – Earnings Per Share ("EPS")

Basic and diluted earnings per share were computed as follows:

	Three Months Ended					
	March 31, 2020			**March 31, 2019**		
(Shares in thousands, dollars in millions, except per share amounts)	**Basic**	**Effect of Dilution**	**Diluted**	**Basic**	**Effect of Dilution**	**Diluted**
Shareholders' net income	**$ 1,181**		**$ 1,181**	$ 1,368		$ 1,368
Shares:						
Weighted average	**370,440**		**370,440**	379,387		379,387
Common stock equivalents		**4,199**	**4,199**		4,637	4,637
Total shares	**370,440**	**4,199**	**374,639**	379,387	4,637	384,024
EPS	**$ 3.19**	**$ (0.04)**	**$ 3.15**	$ 3.61	$ (0.05)	$ 3.56

The following outstanding employee stock options were not included in the computation of diluted earnings per share because their effect was anti-dilutive.

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Anti-dilutive options	**4.1**	2.8

The Company held approximately 18.8 million shares of common stock in treasury at March 31, 2020, and 3.6 million shares as of March 31, 2019.

Note 8 – Debt

The outstanding amounts of debt and finance leases were as follows:

(In millions)	March 31, 2020	December 31, 2019
Short-term debt		
$1,000 million, Floating Rate Notes due 3/2020	**$ —**	$ 999
$300 million, 5.125% Notes due 6/2020	**300**	300
$1,750 million, 3.2% Notes due 9/2020	**1,748**	1,748
$349 million, 4.125% Notes due 9/2020	**351**	351
$500 million, 2.6% Notes due 11/2020	**497**	496
$400 million, Floating Rate Notes due 11/2020	**400**	400
$250 million, 4.375% Notes due 12/2020	**249**	249
Commercial paper	**770**	944
Other, including finance leases	**25**	27
Total short-term debt	**$ 4,340**	$ 5,514
Long-term debt		
$500 million, 3.3% Notes due 2021	**$ —**	$ 499
$300 million, 4.5% Notes due 2021	**—**	298
$78 million, 6.37% Notes due 2021	**78**	78
$1,000 million, Floating Rate Notes due 2021	**998**	998
$1,250 million, 3.4% Notes due 2021	**1,247**	1,247
$289 million, 4.75% Notes due 2021	**292**	1,272
$277 million, 4% Notes due 2022	**276**	747
$973 million, 3.9% Notes due 2022	**972**	999
$500 million, 3.05% Notes due 2022	**487**	485
$17 million, 8.3% Notes due 2023	**17**	17
$63 million, 7.65% Notes due 2023	**63**	100
$700 million, Floating Rate Notes due 2023	**698**	698
$1,000 million, 3% Notes due 2023	**969**	966
$2,187 million, 3.75% Notes due 2023	**2,179**	3,088
$1,000 million, 3.5% Notes due 2024	**973**	970
$900 million, 3.25% Notes due 2025	**895**	895
$2,200 million, 4.125% Notes due 2025	**2,189**	2,188
$1,500 million, 4.5% Notes due 2026	**1,505**	1,506
$1,500 million, 3.4% Notes due 2027	**1,400**	1,396
$259 million, 7.875% Debentures due 2027	**259**	259
$600 million, 3.05% Notes due 2027	**595**	595
$3,800 million, 4.375% Notes due 2028	**3,777**	3,776
$1,500 million, 2.4% Notes due 2030	**1,488**	—
$45 million, 8.3% Step Down Notes due 2033	**45**	45
$190 million, 6.15% Notes due 2036	**190**	190
$2,200 million, 4.8% Notes due 2038	**2,179**	2,178
$750 million, 3.2% Notes due 2040	**742**	—
$121 million, 5.875% Notes due 2041	**119**	119
$448 million, 6.125% Notes due 2041	**490**	491
$317 million, 5.375% Notes due 2042	**315**	315
$1,500 million, 4.8% Notes due 2046	**1,464**	1,465
$1,000 million, 3.875% Notes due 2047	**988**	988
$3,000 million, 4.9% Notes due 2048	**2,965**	2,964
$1,250 million, 3.4% Notes due 2050	**1,235**	—
Other, including finance leases	**58**	61
Total long-term debt	**$ 32,147**	$ 31,893

Debt issuance and redemption. In order to decrease interest expense and reduce future refinancing risk, the Company entered into the following transactions:

- Debt issuance: On March 16, 2020, the Company issued $3.5 billion of new senior notes. The proceeds of this debt were mainly used to pay the consideration for the cash tender and redemption offer as described below. Interest on this debt is generally paid semi-annually.

Principal	Maturity Date	Interest Rate	Net Proceeds
$1,500 million	March 15, 2030	2.40%	$1,491 million
$750 million	March 15, 2040	3.20%	$743 million
$1,250 million	March 15, 2050	3.40%	$1,237 million

- Debt tender and redemption: In March 2020, the Company completed a tender offer and an optional redemption totaling $3.2 billion of aggregate principal amount of certain of its outstanding debt securities. The principal amount repurchased in this tender offer was $1,450 million and $1,760 million of notes were repurchased via optional redemption during March 2020. The Company recorded a pre-tax loss of $185 million ($140 million after-tax), consisting primarily of premium payments on the tender and optional redemption. An additional $289 million of outstanding debt securities were repurchased via optional redemption on April 15, 2020. The effect of a pre-tax loss from this April redemption was not material.

Debt Repayment. During the first three months of 2020, the Company repaid $4.2 billion of long-term debt, including the $3.2 billion debt tender and redemption described above.

Revolving Credit Agreements. Cigna has a revolving credit and letter of credit agreement that matures in April 2023 and is diversified among 23 banks. Cigna can borrow up to $3.25 billion for general corporate purposes, with up to $500 million available for issuance of letters of credit. This revolving credit agreement also includes an option to increase the facility amount up to $500 million and an option to extend the termination date for additional one year periods, subject to consent of the banks.

In the fourth quarter of 2019, the Company entered into an additional 364-day revolving credit agreement that matures in October 2020 and is diversified among 23 banks. Pursuant to this revolving credit agreement, Cigna can borrow up to $1.0 billion for general corporate purposes. The agreement includes the option to “term out” any revolving loans that are outstanding at maturity by converting them into a term loan maturing on the one year anniversary of conversion.

The revolving credit agreements contain customary covenants and restrictions including a financial covenant that the Company’s leverage ratio may not exceed 60%.

Term Loan Credit Agreement. On April 1, 2020, the Company borrowed an aggregate principal amount of $1.4 billion under a new 364-Day Term Loan Credit Agreement (the "Credit Agreement"). The Company entered into the Credit Agreement to enhance its liquidity position in light of disruption in the commercial paper market and used a portion of the net proceeds to pay down amounts outstanding under its commercial paper facility. The Credit Agreement may be prepaid at any time in whole or in part without premium or penalty. Term loans prepaid may not be reborrowed. The Credit Agreement provides for mandatory prepayment of the term loans in an amount equal to 20% of any Net Cash Proceeds (as defined in the Credit Agreement) arising from the previously announced sale of Cigna’s U.S. Group Disability and Life insurance business to New York Life Insurance Company.

Commercial Paper. The commercial paper program had approximately $770 million outstanding at March 31, 2020 at an average interest rate of 2.28%.

The Company was in compliance with its debt covenants as of March 31, 2020.

Note 9 – Insurance and Contractholder Liabilities

A. Account Balances – Insurance and Contractholder Liabilities

As of March 31, 2020, December 31, 2019 and March 31, 2019, the Company's insurance and contractholder liabilities were comprised of the following:

	March 31, 2020			December 31, 2019			March 31, 2019
(In millions)	**Current**	**Non-current**	**Total**	**Current**	**Non-current**	**Total**	**Total**
Contractholder deposit funds	**$ 613**	**$ 7,086**	**$ 7,699**	$ 600	$ 7,139	$ 7,739	$ 7,947
Future policy benefits	**541**	**9,110**	**9,651**	553	9,281	9,834	9,691
Unpaid claims and claim expenses							
Integrated Medical	**2,982**	**18**	**3,000**	2,875	17	2,892	2,961
Other segments	**2,544**	**3,575**	**6,119**	2,529	3,474	6,003	5,725
Unearned premiums	**480**	**360**	**840**	453	360	813	779
Total	**7,160**	**20,149**	**27,309**	7,010	20,271	27,281	27,103
Insurance and contractholder liabilities classified as liabilities of business held for sale[(1)]	**(2,130)**	**(4,311)**	**(6,441)**	(2,089)	(4,219)	(6,308)	
Total insurance and contractholder liabilities	**$ 5,030**	**$ 15,838**	**$ 20,868**	$ 4,921	$ 16,052	$ 20,973	$ 27,103

[(1)] Amounts classified as Liabilities of business held for sale primarily include $5.1 billion of unpaid claims,$726 million of contractholder deposit funds and $640 million of future policy benefits as of March 31, 2020 and $4.9 billion of unpaid claims, $717 million of contractholder deposit funds and $653 million of future policy benefits as of December 31, 2019.

Insurance and contractholder liabilities expected to be paid within one year are classified as current.

B. Unpaid Claims and Claim Expenses – Integrated Medical

This liability reflects estimates of the ultimate cost of claims that have been incurred but not reported, including expected development on reported claims, those that have been reported but not yet paid (reported claims in process), and other medical care expenses and services payable that are primarily comprised of accruals for incentives and other amounts payable to health care professionals and facilities.

The total of incurred but not reported liabilities plus expected development on reported claims, including reported claims in process, was $2.7 billion at March 31, 2020 and March 31, 2019.

Activity in the unpaid claims liability for the Integrated Medical segment for the three months ended March 31, was as follows:

	Three Months Ended	
(In millions)	**March 31, 2020**	**March 31, 2019**
Beginning balance	**$ 2,892**	$ 2,697
Less: Reinsurance and other amounts recoverable	**303**	264
Beginning balance, net	**2,589**	2,433
Incurred costs related to:		
Current year	**6,661**	6,095
Prior years	**(152)**	(117)
Total incurred	**6,509**	5,978
Paid costs related to:		
Current year	**4,271**	3,786
Prior years	**2,027**	1,908
Total paid	**6,298**	5,694
Ending balance, net	**2,800**	2,717
Add: Reinsurance and other amounts recoverable	**200**	244
Ending balance	**$ 3,000**	$ 2,961

Reinsurance and other amounts recoverable reflect amounts due from reinsurers and policyholders to cover incurred but not reported and pending claims of certain business for which the Company administers the plan benefits without any right of offset. See Note 10 for additional information on reinsurance.

Variances in incurred costs related to prior years' unpaid claims and claims expenses that resulted from the differences between actual experience and the Company's key assumptions were as follows:

	Three Months Ended			
(Dollars in millions)	**March 31, 2020**		**March 31, 2019**	
	$	**%[1]**	**$**	**%[2]**
Actual completion factors	**$ 63**	**0.3 %**	$ 55	0.2 %
Medical cost trend	**89**	**0.3**	62	0.3
Total favorable variance	**$ 152**	**0.6 %**	$ 117	0.5 %

(1) Percentage of current year incurred costs as reported for the year ended December 31, 2019.
(2) Percentage of current year incurred costs as reported for the year ended December 31, 2018.

Incurred costs related to prior years in the table above, although adjusted through shareholders' net income, do not directly correspond to an increase or decrease to shareholders' net income. The primary reason for this difference is that decreases to prior year incurred costs pertaining to the portion of the liability established for moderately adverse conditions are not considered as impacting shareholders' net income if they are offset by increases in the current year provision for moderately adverse conditions.

Prior year development increased shareholders' net income by $62 million ($78 million before-tax) for the three months ended March 31, 2020, compared with $39 million ($50 million before-tax) for the three months ended March 31, 2019. Favorable prior year development in both periods reflects lower than expected utilization of medical services.

C. Unpaid Claims and Claim Expenses – Group Disability and Other and International Markets

Liability balance details. The liability details for unpaid claims and claim expenses are as follows:

(In millions)	March 31, 2020 [1]	March 31, 2019
Group Disability and Other		
Group Disability and Life	**$ 5,084**	$ 4,786
Other Operations	**209**	194
Total Group Disability and Other	**5,293**	4,980
International Markets	**826**	745
Unpaid claims and claim expenses Group Disability and Other and International Markets	**$ 6,119**	$ 5,725

[1] *Includes unpaid claim amounts classified as Liabilities of business held for sale.*

Activity in the Company's liabilities for unpaid claims and claim expenses, excluding Other Operations, are presented in the following table. Liabilities associated with Other Operations are excluded because they pertain to obligations for long-duration insurance contracts or, if short-duration, the liabilities have been fully reinsured.

	Three Months Ended	
(In millions)	March 31, 2020[1]	March 31, 2019
Beginning balance	**$ 5,816**	$ 5,432
Less: Reinsurance	**184**	156
Beginning balance, net	**5,632**	5,276
Incurred claims related to:		
Current year	**1,473**	1,428
Prior years:		
Interest accretion	**42**	38
All other incurred	**46**	(32)
Total incurred	**1,561**	1,434
Paid claims related to:		
Current year	**490**	474
Prior years	**946**	856
Total paid	**1,436**	1,330
Foreign currency	**(25)**	(7)
Ending balance, net	**5,732**	5,373
Add: Reinsurance	**178**	158
Ending balance	**$ 5,910**	$ 5,531

[1] *Includes Unpaid claims amounts classified as Liabilities of business held for sale.*

Reinsurance in the table above reflects amounts due from reinsurers related to unpaid claims liabilities. The Company's insurance subsidiaries enter into agreements with other companies primarily to limit losses from large exposures and to permit recovery of a portion of incurred losses. See Note 10 for additional information on reinsurance.

The majority of the liability for unpaid claims and claim expenses is related to disability claims with long-tailed payouts. Interest earned on assets backing these liabilities is an integral part of pricing and reserving. Therefore, interest accreted on prior year balances is shown as a separate component of prior year incurred claims and reported

in Medical costs and other benefit expenses in the income statement. This interest is calculated by applying the average discount rate used in determining the liability balance to the average liability balance over the period. The remaining prior year incurred claims amount primarily reflects updates to the Company's liability estimates and variances between actual experience during the period relative to the assumptions and expectations reflected in determining the liability. Assumptions reflect the Company's expectations over the life of the book of business and will vary from actual experience in any period, both favorably and unfavorably, with variation in resolution rates being the most significant driver for the long-term disability business. Unfavorable prior year incurred claims for the three months ended March 31, 2020 primarily reflected unfavorable long-term disability resolution rate experience relative to expectations reflected in the prior year reserve. Favorable prior year incurred claims for the three months ended March 31, 2019 primarily reflected favorable life loss ratio experience relative to expectations reflected in the prior year reserve, partially offset by unfavorable long-term disability resolution rate experience relative to expectations reflected in the prior year reserve.

Note 10 – Reinsurance

The Company's insurance subsidiaries enter into agreements with other insurance companies to assume and cede reinsurance. Reinsurance is ceded primarily in acquisition and disposition transactions when the underwriting company is not being acquired. Reinsurance is also used to limit losses from large exposures and to permit recovery of a portion of direct or assumed losses. Reinsurance does not relieve the originating insurer of liability. Therefore, reinsured liabilities must continue to be reported along with the related reinsurance recoverables. The Company regularly evaluates the financial condition of its reinsurers and monitors concentrations of its credit risk.

A. Reinsurance Recoverables

Accounting policy. Reinsurance recoverables represent amounts due from reinsurers for both paid and unpaid claims of the Company's insurance businesses. Most reinsurance recoverables are classified as non-current assets. The current portion of reinsurance recoverables is reported in Other current assets and consists primarily of recoverables on paid claims expected to be settled within one year. Reinsurance recoverables are presented net of allowances for uncollectible reinsurance that, effective with adopting ASU 2016-13 on January 1, 2020, consists primarily of an allowance for expected credit losses. Estimates of the allowance for expected credit losses are based on internal and external data used to develop expected loss rates over the anticipated duration of the recoverable asset that vary by external credit rating and collateral level. On January 1, 2020, the Company recorded an additional allowance of $31 million through a cumulative effect adjustment to retained earnings at adoption. The Company's allowance for credit losses on reinsurance recoverables was $34 million as of March 31, 2020.

The majority of the Company's reinsurance recoverables resulted from acquisition and disposition transactions in which the underwriting company was not acquired. Included in the table below is $238 million of current reinsurance recoverables that are reported in Other current assets as of March 31, 2020; as of December 31, 2019 there was $222 million of current reinsurance recoverables reported in Other current assets. The Company's reinsurance recoverables are presented in the following table by range of external credit rating and collateral level.

(Dollars in millions)	Fair value of collateral contractually required to meet or exceed carrying value of recoverable	Collateral provisions exist that may mitigate risk of credit loss [3]	No collateral	Total
Ongoing Operations				
Upper-medium grade and higher [1]	**$ —**	**$ 6**	**$ 310**	**$ 316**
Lower-medium grade [2]	**—**	**—**	**63**	**63**
Not rated	**87**	**15**	**23**	**125**
Total recoverables related to ongoing operations [3]	**$ 87**	**$ 21**	**$ 396**	**$ 504**
Acquisition, disposition or runoff activities				
Upper-medium grade and higher [1]				
Lincoln National Life and Lincoln Life & Annuity of New York	**—**	**3,137**	**—**	**3,137**
Berkshire	**337**	**492**	**—**	**829**
Prudential Retirement Insurance and Annuity	**692**	**—**	**—**	**692**
Other	**248**	**21**	**19**	**288**
Not rated	**—**	**40**	**4**	**44**
Total recoverables related to acquisition, disposition or runoff activities	**1,277**	**3,690**	**23**	**4,990**
Total	**$ 1,364**	**$ 3,711**	**$ 419**	**$ 5,494**
Allowance for uncollectible reinsurance				**(34)**
Reinsurance recoverables classified as assets of business held for sale				**(175)**
Total reinsurance recoverables				**$ 5,285**

[1] Includes A- equivalent and higher current ratings certified by a nationally recognized statistical rating organization ('NRSRO')

[2] Includes BBB- to BBB+ equivalent current credit ratings certified by a NRSRO

[3] This includes collateral provisions requiring the reinsurer to fully collateralize its obligation if its external credit rating is downgraded to a specified level

Collateral levels are defined internally based on the fair value of the collateral relative to the carrying amount of the reinsurance recoverable, the frequency at which collateral is required to be replenished and the potential for volatility in the collateral's fair value. The Company bears the risk of loss if its reinsurers and retrocessionaires do not meet or are unable to meet their reinsurance obligations to the Company. The Company reviews its reinsurance arrangements and establishes reserves against the recoverables, as further described above.

B. Effects of Reinsurance

In the Company's Consolidated Statements of Income, premiums were reported net of amounts ceded to reinsurers and medical costs and other benefit expenses were reported net of reinsurance recoveries in the following amounts:

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Total ceded premiums	**$ 128**	$ 130
Total reinsurance recoveries	**$ 178**	$ 59

C. Effective Exit of GMDB and GMIB Business

The Company entered into an agreement with Berkshire to effectively exit the GMDB and GMIB business via a reinsurance transaction in 2013. Berkshire reinsured 100% of the Company's future claim payments in this business, net of other reinsurance arrangements existing at that time. The reinsurance agreement is subject to an overall limit with approximately $3.3 billion remaining at March 31, 2020.

GMDB is accounted for as assumed and ceded reinsurance and GMIB assets and liabilities are reported as derivatives at fair value as discussed below. GMIB assets are reported in Other current assets and Other assets, and GMIB liabilities are reported in Accrued expenses and other liabilities and Other non-current liabilities.

GMDB

The GMDB exposure arises under annuities written by ceding companies that guarantee the benefit received at death. The Company's exposure arises when the guaranteed minimum death benefit exceeds the fair value of the related mutual fund investments at the time of a contractholder's death.

The following table presents the account value, net amount at risk and the number of contractholders for guarantees assumed by the Company in the event of death. The net amount at risk is the amount that the Company would have to pay if all contractholders died as of the specified date. The Company should be reimbursed in full for these payments unless the Berkshire reinsurance limit is exceeded.

(Dollars in millions, excludes impact of reinsurance ceded)	**March 31, 2020**	**December 31, 2019**
Account value	**$ 7,490**	$ 9,110
Net amount at risk	**$ 2,422**	$ 1,764
Number of contractholders (estimated)	**195,000**	200,000

GMIB

The Company reinsured contracts with issuers of GMIB products. The Company's exposure represents the excess of a contractually guaranteed amount over the level of variable annuity account values. Payment by the Company depends on the actual account value in the related underlying mutual funds and the level of interest rates when the contractholders elect to receive minimum income payments that can only occur within 30 days of a policy

anniversary after the appropriate waiting period. The Company has purchased retrocessional coverage ("GMIB assets") for these contracts including retrocessional coverage from Berkshire.

Assumptions used in fair value measurement. GMIB assets and liabilities are established using capital market assumptions and assumptions related to future annuitant behavior (including mortality, lapse, and annuity election rates). The Company classifies GMIB assets and liabilities in Level 3 of the fair value hierarchy described in Note 12 because assumptions related to future annuitant behavior are largely unobservable.

The only assumption expected to impact future shareholders' net income is non-performance risk. The non-performance risk adjustment reflects a market participant's view of nonpayment risk by adding an additional spread to the discount rate in the calculation of both (a) the GMIB liabilities to be paid by the Company, and (b) the GMIB assets to be paid by the reinsurers, after considering collateral. The impact of non-performance risk was immaterial for the three months ended March 31, 2020 and March 31, 2019.

GMIB liabilities totaling $882 million as of March 31, 2020 and $688 million as of December 31, 2019 were reported in Accrued expenses and other liabilities and Other non-current liabilities. There were three reinsurers covering 100% of the GMIB exposures as of March 31, 2020 and December 31, 2019 as follows:

(In millions)

Line of Business	Reinsurer	March 31, 2020	December 31, 2019	Collateral and Other Terms at March 31, 2020
GMIB	Berkshire	**$ 429**	$ 332	100% were secured by assets in a trust.
	Sun Life Assurance Company of Canada	**264**	202	
	Liberty Re (Bermuda) Ltd.	**233**	179	73% were secured by assets in a trust.
Total GMIB recoverables reported in Other current assets and Other assets		**$ 926**	$ 713	

Amounts included in shareholders' net income for GMIB assets and liabilities were not material for the three months ended March 31, 2020 or March 31, 2019.

Note 11 – Investments

Cigna's investment portfolio consists of a broad range of investments including debt securities, equity securities, commercial mortgage loans, policy loans, other long-term investments, short-term investments and derivative financial instruments. The sections below provide more detail regarding our investment balances and realized investment gains and losses. See Note 12 for information about the valuation of the Company's investment portfolio. The following table summarizes the Company's investments by category and current or long-term classification.

	March 31, 2020			December 31, 2019		
(In millions)	**Current**	**Long-term**	**Total**	**Current**	**Long-term**	**Total**
Debt securities	**$ 1,014**	**$ 21,559**	**$ 22,573**	$ 928	$ 22,827	$ 23,755
Equity securities	**—**	**347**	**347**	—	303	303
Commercial mortgage loans	**—**	**1,935**	**1,935**	—	1,947	1,947
Policy loans	**—**	**1,344**	**1,344**	—	1,357	1,357
Other long-term investments	**—**	**2,735**	**2,735**	—	2,403	2,403
Short-term investments	**306**	**—**	**306**	423	—	423
Total	**$ 1,320**	**$ 27,920**	**$ 29,240**	$ 1,351	$ 28,837	$ 30,188
Investments classified as assets of business held for sale[(1)]	**(347)**	**(7,312)**	**(7,659)**	(414)	(7,295)	(7,709)
Investments per Consolidated Balance Sheets	**$ 973**	**$ 20,608**	**$ 21,581**	$ 937	$ 21,542	$ 22,479

[(1)] The table above includes $7.7 billion as of March 31, 2020 and December 31, 2019 of investments associated with the U.S.Group Disability and Life business that are held for sale to New York Life. Under the terms of the definitive agreement, some of the assets currently associated with the Group Disability and Life business can be substituted for other assets. The assets that will transfer to New York Life will be primarily debt securities and to a lesser extent commercial mortgage loans and short-term investments.

A. Investment Portfolio

Debt Securities

Accounting policy. Debt securities (including bonds, mortgage and other asset-backed securities and preferred stocks redeemable by the investor) are classified as available for sale and are carried at fair value with changes in fair value recorded either in Accumulated other comprehensive income (loss) within Shareholders' equity or in credit loss expense based on fluctuations in the allowance for credit losses, as further discussed below. Net unrealized appreciation on debt securities supporting the Company's run-off settlement annuity business is reported in Non-current insurance and contractholder liabilities rather than Accumulated other comprehensive income (loss). When the Company intends to sell or determines that it is more likely than not to be required to sell an impaired debt security, the excess of amortized cost over fair value is directly written down with a charge to Realized investment gains and losses.

As of January 1, 2020, the Company adopted ASU 2016-13 that included certain targeted improvements to the accounting for available-for-sale debt securities. The new guidance resulted in certain policy changes related to the process used by the Company to review declines in fair value from a security's amortized cost basis to determine whether a credit loss exists. For example, the length of time that a debt security has been impaired is no longer a criterion for this review. In addition, under this new guidance, the Company recognizes an allowance for credit loss with a corresponding charge to credit loss expense, presented in Realized investment gains and losses in the Company's income statement. Prior to this new guidance, the Company recorded a direct write-down of the instrument's amortized cost basis. The allowance for credit loss represents the excess of amortized cost over the greater of its fair value or the net present value of the debt security's projected future cash flows (based on

qualitative and quantitative factors, including the probability of default, and the estimated timing and amount of recovery). Each period, the allowance for credit loss is adjusted through credit loss expense.

The Company elected the expedient to not measure an allowance for credit losses for accrued interest receivables. Consistent with prior practice, when interest payments are delinquent based on contractual terms or when certain terms (interest rate or maturity date) of the investment have been restructured, accrued interest, reported in Other current assets, is written off through a charge to Net investment income, and interest income is recognized on a cash basis.

Debt securities are classified as either Current or Long-term investments based on their contractual maturities.

Review of declines in fair value. Management reviews impaired debt securities to determine whether a credit loss allowance is needed based on criteria that include:

- severity of decline;
- financial health and specific prospects of the issuer; and
- changes in the regulatory, economic or general market environment of the issuer's industry or geographic region.

The amortized cost and fair value by contractual maturity periods for debt securities were as follows at March 31, 2020:

(In millions)		**Amortized Cost[1]**		**Fair Value**
Due in one year or less	**$**	**1,020**	**$**	**1,023**
Due after one year through five years		**7,046**		**7,104**
Due after five years through ten years		**8,970**		**9,109**
Due after ten years		**4,144**		**4,849**
Mortgage and other asset-backed securities		**495**		**488**
Total	**$**	**21,675**	**$**	**22,573**

[1] As of March 31, 2020, amortized cost of $145 million is presented net of an allowance for credit losses of $55 million for debt securities with a fair value of $90 million.

Actual maturities of these securities could differ from their contractual maturities used in the table above because issuers may have the right to call or prepay obligations, with or without penalties.

Gross unrealized appreciation (depreciation) on debt securities by type of issuer is shown below.

(In millions)	Amortized Cost [2]	Unrealized Appreciation	Unrealized Depreciation	Fair Value
March 31, 2020				
Federal government and agency	**$ 411**	**$ 216**	**$ —**	**$ 627**
State and local government	**701**	**76**	**—**	**777**
Foreign government	**1,930**	**255**	**(7)**	**2,178**
Corporate [2]	**18,138**	**823**	**(458)**	**18,503**
Mortgage and other asset-backed	**495**	**16**	**(23)**	**488**
Total	**$ 21,675**	**$ 1,386**	**$ (488)**	**$ 22,573**
Investments supporting liabilities of the Company's run-off settlement annuity business (included in total above) [1]	**$ 2,189**	**$ 627**	**$ (45)**	**$ 2,771**
December 31, 2019				
Federal government and agency	$ 498	$ 235	$ —	$ 733
State and local government	729	81	—	810
Foreign government	2,027	230	(1)	2,256
Corporate	18,149	1,299	(28)	19,420
Mortgage and other asset-backed	506	31	(1)	536
Total	$ 21,909	$ 1,876	$ (30)	$ 23,755
Investments supporting liabilities of the Company's run-off settlement annuity business (included in total above) [1]	$ 2,229	$ 740	$ (4)	$ 2,965

(1) Net unrealized appreciation for these investments is excluded from accumulated other comprehensive income.
(2) As of March 31, 2020, amortized cost of $145 million is presented net of an allowance for credit losses of $55 million for Corporate debt securities with a fair value of $90 million.

The table below summarizes debt securities with a decline in fair value from amortized cost by investment grade and the length of time these securities have been in an unrealized loss position. These debt securities are primarily corporate securities with a decline in fair value that reflects an increase in market yields since purchase. See Realized investment gains and losses below for further information on the credit loss expense recorded for the Company's investments.

	March 31, 2020				December 31, 2019			
(Dollars in millions)	Fair Value	Amortized Cost	Unrealized Depreciation	Number of Issues	Fair Value	Amortized Cost	Unrealized Depreciation	Number of Issues
One year or less								
Investment grade	**$ 4,550**	**$ 4,816**	**$ (266)**	**1,023**	$ 723	$ 729	$ (6)	267
Below investment grade	**$ 1,539**	**$ 1,712**	**$ (173)**	**1,150**	$ 340	$ 348	$ (8)	355
More than one year								
Investment grade	**$ 194**	**$ 226**	**$ (32)**	**34**	$ 366	$ 378	$ (12)	118
Below investment grade	**$ 64**	**$ 81**	**$ (17)**	**56**	$ 84	$ 88	$ (4)	93

Equity Securities

Equity securities with a readily determinable fair value consist primarily of mutual funds that invest in fixed income debt securities. Equity securities without a readily determinable fair value consist of private equity investments and are carried at cost minus impairment, if any, plus or minus changes resulting from observable price changes. The amount of impairments or value changes resulting from observable price changes was not material as of March 31, 2020 and December 31, 2019. Hybrid equity securities consist of preferred stock investments that have call features.

The following table provides the values of the Company's equity security investments as of March 31, 2020 and December 31, 2019.

	March 31, 2020		December 31, 2019	
(Dollars in millions)	**Amortized Cost**	**Carrying Value**	**Amortized Cost**	**Carrying Value**
Equity securities with readily determinable fair values	**$ 136**	**$ 126**	$ 61	$ 64
Equity securities with no readily determinable fair value	**$ 187**	**$ 196**	$ 183	$ 192
Hybrid equity securities	**$ 58**	**$ 25**	$ 58	$ 47
Total	**$ 381**	**$ 347**	$ 302	$ 303

Commercial Mortgage Loans

Accounting policy. Commercial mortgage loans are carried at unpaid principal balances. Beginning January 1, 2020 with the adoption of ASU 2016-13, unpaid principal balances are presented net of an allowance for expected credit losses. The Company recorded an allowance of $7 million through a cumulative effect adjustment to retained earnings to reflect expected credit losses at adoption. Changes in the allowance for expected credit losses are recognized as credit loss expense and presented in Realized investment gains and losses in the Company's income statement. Each period, the Company establishes (or adjusts) its allowance for expected credit losses for commercial mortgage loans. The allowance for expected credit losses is based on a credit risk category that is assigned to each loan at origination using key credit quality indicators, including debt service coverage and loan-to-value ratios. Credit risk categories are updated as key credit quality indicators change. An expected loss rate, assigned based on the credit risk category, is applied to each loan's unpaid principal balance to develop an aggregate allowance for expected credit losses. Prior to adoption, impaired commercial mortgage loans were written down to the lower of unpaid principal or fair value of the underlying collateral when it became probable that the Company would not collect all amounts due under its promissory note. The credit loss allowance for the Company's commercial mortgage loan investments was $7 million as of March 31, 2020.

Commercial mortgage loans are considered impaired and written off against the allowance when it is probable that the Company will not collect all amounts due per the terms of the promissory note. The Company elected the expedient to not measure an allowance for credit losses for accrued interest receivables. Consistent with our prior practice, accrued interest, reported in Other current assets, is written off through a charge to net investment income; interest income on impaired loans is only recognized when a payment is received.

In the event of a foreclosure, the allowance for credit losses is based on the excess of the carrying value of the mortgage loan over the fair value of its underlying collateral.

Mortgage loans held by the Company are made exclusively to commercial borrowers and are diversified by property type, location and borrower. Loans are generally issued at fixed rates of interest and are secured by high quality, primarily completed and substantially leased operating properties. Commercial mortgage loans are classified as either current or long-term investments based on their contractual maturities.

Credit quality. The Company regularly evaluates and monitors credit risk, beginning with the initial underwriting of a mortgage loan and continuing throughout the investment holding period. Mortgage origination professionals employ an internal credit quality rating system designed to evaluate the relative risk of the transaction at origination that is then updated each year as part of the annual portfolio loan review. The Company evaluates and monitors credit quality on a consistent and ongoing basis, classifying each loan as a loan in good standing, potential problem loan or problem loan.

Quality ratings are based on our evaluation of a number of key inputs related to the loan, including real estate market-related factors such as rental rates and vacancies, and property-specific inputs such as growth rate

assumptions and lease rollover statistics. However, the two most significant contributors to the credit quality rating are the debt service coverage and loan-to-value ratios. The debt service coverage ratio measures the amount of property cash flow available to meet annual interest and principal payments on debt, with a ratio below 1.0 indicating that there is not enough cash flow to cover the required loan payments. The loan-to-value ratio, commonly expressed as a percentage, compares the amount of the loan to the fair value of the underlying property collateralizing the loan.

The following table summarizes the credit risk profile of the Company's commercial mortgage loan portfolio based on loan-to-value and debt service coverage ratios as of March 31, 2020 and December 31, 2019:

(Dollars in millions)	**March 31, 2020**			**December 31, 2019**		
Loan-to-Value Ratio	**Carrying Value**	**Average Debt Service Coverage Ratio**	**Average Loan-to-Value Ratio**	**Carrying Value**	**Average Debt Service Coverage Ratio**	**Average Loan-to-Value Ratio**
Below 60%	**$ 1,132**	**2.19**		$ 1,136	2.19	
60% to 79%	**722**	**1.98**		723	1.98	
80% to 100%	**88**	**1.62**		88	1.62	
Allowance for credit losses	**(7)**					
Total	**$ 1,935**	**2.09**	**58 %**	$ 1,947	2.09	58 %

The Company's annual in-depth review of its commercial mortgage loan investments is the primary mechanism for identifying emerging risks in the portfolio. The Company's investment professionals completed the annual in-depth review in the second quarter of 2019 that included an analysis of each underlying property's most recent annual financial statements, rent rolls, operating plans, budgets, a physical inspection of the property and other pertinent factors. Based on historical results, current leases, lease expirations and rental conditions in each market, the Company estimated the current year and future stabilized property income and fair value for each loan.

The Company re-evaluates a loan's credit quality between annual reviews if new property information is received or an event such as delinquency or a borrower's request for restructure causes management to believe that the Company's estimate of financial performance, fair value or the risk profile of the underlying property has been impacted.

All commercial mortgage loans in the Company's portfolio are current as of March 31, 2020 and December 31, 2019.

Other Long-Term Investments

Other long-term investments include investments in unconsolidated entities, including certain limited partnerships and limited liability companies holding real estate, securities or loans. These investments are carried at cost plus the Company's ownership percentage of reporting income or loss, based on the financial statements of the underlying investments that are generally reported at fair value. Income or loss from these investments is reported on a one quarter lag due to the timing of when financial information is received from the general partner or manager of the investments.

Other long-term investments also include investment real estate, foreign currency swaps, and statutory and other deposits. The following table provides carrying value information for these investments.

	Carrying value as of	
(In millions)	**March 31, 2020**	**December 31, 2019**
Real estate investments	**$ 848**	$ 788
Securities partnerships	**1,517**	1,409
Other	**370**	206
Total	**$ 2,735**	$ 2,403

Short-Term Investments and Cash Equivalents

Short-term investments and cash equivalents included the following types of issuers:

(In millions)	**March 31, 2020**	**December 31, 2019**
Corporate securities	**$ 1,954**	$ 1,985
Federal government securities	**$ 110**	$ 472
Foreign government securities	**$ 25**	$ 65
Money market funds	**$ 963**	$ 631

B. Realized Investment Gains and Losses

Accounting policy. Realized investment gains and losses are based on specifically identified assets and results from sales, investment asset write-downs, change in the fair value of certain derivatives and equity securities, and changes in valuation reserves on commercial mortgage loans. Commencing January 1, 2020, realized gains and losses also include credit loss expense resulting from the impact of changes in the allowances for credit losses on debt securities and commercial mortgage loan investments under ASU 2016-13.

The following realized gains and losses on investments exclude amounts required to adjust future policy benefits for the run-off settlement annuity business (consistent with accounting for a premium deficiency), as well as realized gains and losses attributed to the Company's separate accounts because those gains and losses generally accrue directly to separate account policyholders.

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Net realized investment (losses) gains, excluding credit loss expense and asset write-downs	**$ (24)**	$ 11
Credit loss expense on invested assets	**(55)**	—
Other investment asset write-downs	**(9)**	(1)
Net realized investment (losses) gains, before income taxes	**$ (88)**	$ 10

Net realized investment losses, excluding credit loss expense and asset write-downs, for the three months ended March 31, 2020 primarily represent mark-to-market losses on equity securities and derivatives, partially offset by gains on sales of debt securities. Net realized investment gains, excluding credit loss expense and asset write-downs, for the three months ended March 31, 2019 represent mark-to-market gains on equity securities. Credit loss expense

on invested assets for the three months ended March 31, 2020 reflects credit losses incurred on debt securities due to uncertainty around issuers in certain industries that are particularly impacted by the global COVID-19 pandemic, and we believe are most likely to have liquidity issues if the economic shutdown is prolonged. Realized gains or losses on equity securities still held at March 31, 2020 and 2019 were not material.

The following table presents sales information for available-for-sale debt securities. Gross gains on sales and gross losses on sales exclude amounts required to adjust future policy benefits for the run-off settlement annuity business.

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Proceeds from sales	**$ 743**	$ 1,086
Gross gains on sales	**$ 39**	$ 14
Gross losses on sales	**$ (7)**	$ (10)

C. Derivative Financial Instruments

The Company uses derivative financial instruments to manage the characteristics of investment assets (such as duration, yield, currency and liquidity) to meet the varying demands of the related insurance and contract holder liabilities. The Company also uses derivative financial instruments to hedge the risk of changes in the net assets of certain of its foreign subsidiaries due to changes in foreign currency exchange rates. The Company has written and purchased GMIB reinsurance contracts in its run-off reinsurance business that are accounted for as freestanding derivatives as discussed in Note 10. Derivatives in the Company's separate accounts are excluded from the following discussion because associated gains and losses generally accrue directly to separate account policyholders.

Derivative instruments used by the Company typically include foreign currency swap contracts and foreign currency forward contracts. Foreign currency swap contracts periodically exchange cash flows between two currencies for principal and interest. Foreign currency forward contracts require the Company to purchase a foreign currency in exchange for the functional currency of its operating unit at a future date, generally within three months from the contracts' trade dates.

The Company manages the credit risk of these derivative instruments by diversifying its portfolio among approved dealers of high credit quality and through routine monitoring of credit risk exposures. Certain of the Company's over-the-counter derivative instruments require either the Company or the counterparty to post collateral or demand immediate payment depending on the amount of the net liability position of the derivative instrument and predefined financial strength or credit rating thresholds. These collateral posting requirements vary by counterparty. The Company would incur a loss if dealers completely failed to perform under derivative contracts, however collateral has been posted by dealers to cover substantially all of the fair values owed by dealers at March 31, 2020 and December 31, 2019. The fair value of collateral posted by the Company was not significant as of March 31, 2020 or December 31, 2019.

The gross fair values of our derivative financial instruments are presented in Note 12. The following table summarizes the types and notional quantity of derivative instruments held by the Company. As of March 31, 2020 and December 31, 2019, the effects of these individual hedging strategies were not material to the Consolidated Financial statements, including gains or losses reclassified from accumulated other comprehensive income into shareholders' net income, as well as amounts excluded from the assessment of hedge effectiveness.

Purpose	*(In millions)* Type of Instrument	Notional Value as of March 31, 2020	Notional Value as of December 31, 2019
Fair value hedge: To hedge the foreign exchange-related changes in fair values of certain foreign-denominated bonds. The notional value of these derivatives matches the amortized cost of the hedged bonds.	Foreign currency swap contracts	**$ 817**	$ 817
Net investment hedge: To reduce the risk of changes in net assets due to changes in foreign currency spot exchange rates for certain foreign subsidiaries that conduct their business principally in Euros and Korean Won. The notional value of hedging instruments matches the hedged amount of subsidiary net assets.	Foreign currency swap contracts	**$ 526**	$ 438
	Foreign currency forward contracts	**$ 426**	$ 406
Economic hedge: To hedge the foreign exchange-related changes in fair value of a U.S. dollar-denominated bond portfolio to reflect the local currency for the Company's foreign subsidiary in South Korea. The notional value of hedging instruments generally aligns with the fair value of the hedged bond portfolio.	Foreign currency forward contracts	**$ 439**	$ 410

The Company's derivative financial instruments are presented as follows:

- Fair value hedges of the foreign exchange-related changes in fair values of certain foreign-denominated bonds: Swap fair values are reported in Long-term investments or Other non-current liabilities. Changes in fair values attributable to foreign exchange risk of the swap contracts and the hedged bonds are reported in Realized investment gains and losses. The portion of the swap contracts' changes in fair value excluded from the assessment of hedge effectiveness is recorded in Other comprehensive income and recognized in Net investment income as swap coupon payments are accrued, offsetting the foreign-denominated coupons received on the designated bonds. Net cash flows are reported in Operating activities, while exchanges of notional principal amounts are reported in Investing activities.

- Net investment hedges of certain foreign subsidiaries that conduct their business principally in currencies other than the U.S. dollar: The fair values of the foreign currency swap and forward contracts are reported in Other assets or Other liabilities. The changes in fair values of these instruments are reported in Other comprehensive income, specifically in translation of foreign currencies. The portion of the change in fair values relating to foreign exchange spot rates will be recognized in earnings upon deconsolidation of the hedged foreign subsidiaries. The remaining changes in fair value of these instruments are excluded from our effectiveness assessment and recognized in interest expense when coupon payments are accrued or ratably over the term of the instrument. The notional value of hedging instruments matches the hedged amount of subsidiary net assets. Cash flows relating to these contracts are reported in Investing activities.

- Economic hedges for derivatives not designated as accounting hedges: Fair values of forward contracts are reported in current Investments or Accrued expenses and other liabilities. The changes in fair values are reported in Realized investment gains and losses. Cash flows relating to these contracts are reported in Investing activities.

Note 12 – Fair Value Measurements

The Company carries certain financial instruments at fair value in the financial statements including debt securities, certain equity securities, short-term investments and derivatives. Other financial instruments are measured at fair value only under certain conditions, such as when impaired or when there are observable price changes for equity securities with no readily determinable fair value.

Fair value is defined as the price at which an asset could be exchanged in an orderly transaction between market participants at the balance sheet date. A liability's fair value is defined as the amount that would be paid to transfer the liability to a market participant, not the amount that would be paid to settle the liability with the creditor.

The Company's financial assets and liabilities carried at fair value have been classified based upon a hierarchy defined by GAAP. The hierarchy gives the highest ranking to fair values determined using unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest ranking to fair values determined using methodologies and models with unobservable inputs (Level 3). An asset's or a liability's classification is based on the lowest level of input that is significant to its measurement. For example, a financial asset or liability carried at fair value would be classified in Level 3 if unobservable inputs were significant to the instrument's fair value, even though the measurement may be derived using inputs that are both observable (Levels 1 and 2) and unobservable (Level 3).

The Company estimates fair values using prices from third parties or internal pricing methods. Fair value estimates received from third-party pricing services are based on reported trade activity and quoted market prices when available, and other market information that a market participant would use to estimate fair value. The internal pricing methods are performed by the Company's investment professionals and generally involve using discounted cash flow analyses, incorporating current market inputs for similar financial instruments with comparable terms and credit quality as well as other qualitative factors. In instances where there is little or no market activity for the same or similar instruments, fair value is estimated using methods, models and assumptions that the Company believes a hypothetical market participant would use to determine a current transaction price. These valuation techniques involve some level of estimation and judgment that becomes significant with increasingly complex instruments or pricing models.

The Company is responsible for determining fair value and for assigning the appropriate level within the fair value hierarchy based on the significance of unobservable inputs. The Company reviews methodologies, processes and controls of third-party pricing services and compares prices on a test basis to those obtained from other external pricing sources or internal estimates. The Company performs ongoing analyses of both prices received from third-party pricing services and those developed internally to determine that they represent appropriate estimates of fair value. The controls executed by the Company include evaluating changes in prices and monitoring for potentially stale valuations. The Company also performs sample testing of sales values to confirm the accuracy of prior fair value estimates. The minimal exceptions identified during these processes indicate that adjustments to prices are infrequent and do not significantly impact valuations. We conduct an annual on-site visit of the most significant pricing service to review their processes, methodologies and controls. This on-site review includes a walk-through of inputs for a sample of securities held across various asset types to validate the documented pricing process.

A. Financial Assets and Financial Liabilities Carried at Fair Value

The following table provides information as of March 31, 2020 and December 31, 2019 about the Company's financial assets and liabilities carried at fair value. Separate account assets are also recorded at fair value on the Company's Consolidated Balance Sheets and are reported separately in the Separate Accounts section below as gains and losses related to these assets generally accrue directly to policyholders.

(In millions)	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		Total	
	As of March 31, 2020	As of December 31, 2019	As of March 31, 2020	As of December 31, 2019	As of March 31, 2020	As of December 31, 2019	As of March 31, 2020	As of December 31, 2019
Financial assets at fair value								
Debt securities								
Federal government and agency	**$ 193**	$ 197	**$ 434**	$ 536	**$ —**	$ —	**$ 627**	$ 733
State and local government	**—**	—	**777**	810	**—**	—	**777**	810
Foreign government	**—**	—	**2,153**	2,228	**25**	28	**2,178**	2,256
Corporate	**—**	—	**17,944**	19,063	**559**	357	**18,503**	19,420
Mortgage and other asset-backed	**—**	—	**321**	398	**167**	138	**488**	536
Total debt securities	**193**	197	**21,629**	23,035	**751**	523	**22,573**	23,755
Equity securities [1]	**6**	7	**130**	72	**15**	32	**151**	111
Short-term investments	**—**	—	**306**	423	**—**	—	**306**	423
Derivative assets	**—**	—	**239**	83	**—**	—	**239**	83
Real estate funds priced at NAV as a practical expedient [2]							**179**	184
Financial liabilities at fair value								
Derivative liabilities	**$ —**	$ —	**$ 19**	$ 18	**$ —**	$ —	**$ 19**	$ 18

(1) Excludes certain equity securities that have no readily determinable fair value.
(2) As a practical expedient, certain real estate funds are carried at fair value based on the Company's ownership share of the equity of the investee (Net Asset Value ("NAV")) including changes in the fair value of its underlying investments. The funds have a quarterly redemption frequency, 45-90 day redemption notice period and the Company has $57 million in unfunded commitments as of March 31, 2020.

Level 1 Financial Assets

Inputs for instruments classified in Level 1 include unadjusted quoted prices for identical assets in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets.

Assets in Level 1 include actively-traded U.S. government bonds and exchange-listed equity securities. A relatively small portion of the Company's investment assets are classified in this category given the narrow definition of Level 1 and the Company's investment asset strategy to maximize investment returns.

Level 2 Financial Assets and Financial Liabilities

Inputs for instruments classified in Level 2 include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active or other inputs that are market observable or

can be corroborated by market data for the term of the instrument. Such other inputs include market interest rates and volatilities, spreads and yield curves. An instrument is classified in Level 2 if the Company determines that unobservable inputs are insignificant.

Debt and equity securities. Approximately 96% of the Company's investments in debt and equity securities are classified in Level 2 including most public and private corporate debt and hybrid equity securities, federal agency and municipal bonds, non-government mortgage-backed securities and preferred stocks. Third-party pricing services and internal methods often use recent trades of securities with similar features and characteristics because many debt securities do not trade daily. Pricing models are used to determine these prices when recent trades are not available. These models calculate fair values by discounting future cash flows at estimated market interest rates. Such market rates are derived by calculating the appropriate spreads over comparable U.S. Treasury securities based on the credit quality, industry and structure of the asset. Typical inputs and assumptions to pricing models include, but are not limited to, a combination of benchmark yields, reported trades, issuer spreads, liquidity, benchmark securities, bids, offers, reference data and industry and economic events. For mortgage-backed securities, inputs and assumptions may also include characteristics of the issuer, collateral attributes, prepayment speeds and credit rating.

Nearly all of these instruments are valued using recent trades or pricing models. Less than 1% of the fair value of investments classified in Level 2 represents foreign bonds that are valued using a single, unadjusted market-observable input derived by averaging multiple broker-dealer quotes, consistent with local market practice.

Short-term investments are carried at fair value that approximates cost. The Company compares market prices for these securities to recorded amounts on a regular basis to validate that current carrying amounts approximate exit prices. The short-term nature of the investments and corroboration of the reported amounts over the holding period support their classification in Level 2.

Derivative assets and liabilities classified in Level 2 represent over-the-counter instruments such as foreign currency forward and swap contracts. Fair values for these instruments are determined using market observable inputs including forward currency and interest rate curves and widely published market observable indices. Credit risk related to the counterparty and the Company is considered when estimating the fair values of these derivatives. However, the Company is largely protected by collateral arrangements with counterparties and determined that no adjustments for credit risk were required as of March 31, 2020 or December 31, 2019. The nature and use of these derivative financial instruments are described in Note 11.

Level 3 Financial Assets and Financial Liabilities

Certain inputs for instruments classified in Level 3 are unobservable (supported by little or no market activity) and significant to their resulting fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date.

The Company classifies certain newly-issued, privately-placed, complex or illiquid securities in Level 3. Approximately 3% of debt and equity securities are priced using significant unobservable inputs and classified in this category.

Fair values of mortgage and other asset-backed securities, as well as corporate and government debt securities, are primarily determined using pricing models that incorporate the specific characteristics of each asset and related assumptions including the investment type and structure, credit quality, industry and maturity date in comparison to current market indices, spreads and liquidity of assets with similar characteristics. Inputs and assumptions for

pricing may also include characteristics of the issuer, collateral attributes and prepayment speeds for mortgage and other asset-backed securities. Recent trades in the subject security or similar securities are assessed when available, and the Company may also review published research in its evaluation, as well as the issuer's financial statements.

Quantitative Information about Unobservable Inputs

The following table summarizes the fair value and significant unobservable inputs used in pricing the following debt securities that were developed directly by the Company as of March 31, 2020 and December 31, 2019. The range and weighted average basis point amounts ("bps") for liquidity and credit spreads (adjustment to discount rates) reflect the Company's best estimates of the unobservable adjustments a market participant would make to calculate these fair values. The range and weighted averages have increased over the reported periods, resulting from growing concerns over the economic impacts related to COVID-19.

Corporate and government debt securities. The significant unobservable input used to value the following corporate and government debt securities is an adjustment for liquidity. An adjustment is needed to reflect current market conditions and issuer circumstances when there is limited trading activity for the security.

Mortgage and other asset-backed securities. The significant unobservable inputs used to value the following mortgage and other asset-backed securities are liquidity and weighting of credit spreads. An adjustment for liquidity is made as of the measurement date that considers current market conditions, issuer circumstances and complexity of the security structure when there is limited trading activity for the security. An adjustment to weight credit spreads is needed to value a more complex bond structure with multiple underlying collateral and no standard market valuation technique. The weighting of credit spreads is primarily based on the underlying collateral's characteristics and their proportional cash flows supporting the bond obligations.

	Fair Value as of			Unobservable Adjustment Range (Weighted Average by Quantity) as of	
(Fair value in millions)	**March 31, 2020**	**December 31, 2019**	**Unobservable input March 31, 2020**	**March 31, 2020**	**December 31, 2019**
Debt securities					
Corporate and government debt securities	**$ 582**	$ 385	**Liquidity**	**70 - 2330 (370) bps**	70 - 930 (280) bps
Mortgage and other asset-backed securities	**167**	138	**Liquidity**	**60 - 350 (120) bps**	60 - 370 (70) bps
			Weighting of credit spreads	**350 - 580 (440) bps**	240 - 460 (330) bps
Securities not priced by the Company [(1)]	**2**	—			
Total Level 3 debt securities	**$ 751**	$ 523			

(1) The fair values for these securities use single, unadjusted non-binding broker quotes not developed directly by the Company.

Significant increases in liquidity or credit spreads would result in lower fair value measurements while decreases in these inputs would result in higher fair value measurements. The unobservable inputs are generally not interrelated and a change in the assumption used for one unobservable input is not accompanied by a change in the other unobservable input.

Changes in Level 3 Financial Assets and Financial Liabilities Carried at Fair Value

The following table summarizes the changes in financial assets and financial liabilities classified in Level 3 for the three months ended March 31, 2020 and 2019. Gains and losses reported in these tables may include net changes in fair value that are attributable to both observable and unobservable inputs.

Debt and Equity Securities

	For the Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Balance at January 1,	**$ 555**	$ 410
Total (losses) included in shareholders' net income	**(12)**	(1)
Gains (losses) included in other comprehensive income	**(71)**	7
Gains (losses) required to adjust future policy benefits for settlement annuities [(1)]	**(10)**	2
Purchases, sales and settlements		
Purchases	**62**	—
Sales	**(12)**	—
Settlements	**(2)**	(1)
Total purchases, sales and settlements	**$ 48**	$ (1)
Transfers into/(out of) Level 3		
Transfers into Level 3	**348**	20
Transfers out of Level 3	**(92)**	(1)
Total transfers into/(out of) Level 3	**$ 256**	$ 19
Balance at March 31,	**$ 766**	$ 436
Total (losses) included in shareholders' net income attributable to instruments held at the reporting date	**$ (18)**	$ (1)
Change in unrealized gains or losses included in other comprehensive income for assets held at the end of the reporting period	**$ (66)**	N/A

(1) Amounts do not accrue to shareholders.

Total gains and losses included in shareholders' net income in the tables above are reflected in the Consolidated Statements of Income as Net realized investment gains (losses) and Net investment income.

Gains and losses included in other comprehensive income in the tables above are reflected in Net unrealized appreciation (depreciation) on securities in the Consolidated Statements of Comprehensive Income.

Transfers into or out of the Level 3 category occur when unobservable inputs, such as the Company's best estimate of what a market participant would use to determine a current transaction price, become more or less significant to the fair value measurement. Transfers between Level 2 and Level 3 during 2020 and 2019 primarily reflected changes in liquidity and credit risk estimates for certain private placement issuers across several sectors.

Separate Accounts

The investment income and fair value gains and losses of separate account assets generally accrue directly to the contractholders and, together with their deposits and withdrawals, are excluded from the Company's Consolidated Statements of Income and Cash Flows.

Fair values of separate account assets at March 31, 2020 and December 31, 2019 were as follows:

(In millions)	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)		Total	
	March 31, 2020	**December 31, 2019**	**March 31, 2020**	**December 31, 2019**	**March 31, 2020**	**December 31, 2019**	**March 31, 2020**	**December 31, 2019**
Guaranteed separate accounts (See Note 19)	**$ 197**	$ 219	**$ 265**	$ 271	**$ —**	$ —	**$ 462**	$ 490
Non-guaranteed separate accounts [1]	**1,160**	1,450	**4,966**	5,522	**322**	263	**6,448**	7,235
Subtotal	**$ 1,357**	$ 1,669	**$ 5,231**	$ 5,793	**$ 322**	$ 263	**$ 6,910**	$ 7,725
Non-guaranteed separate accounts priced at NAV as a practical expedient [1]							**742**	756
Total							**$ 7,652**	$ 8,481
Separate account assets of business classified as held for sale							**(12)**	(16)
Separate account assets per Consolidated Balance Sheets							**$ 7,640**	$ 8,465

(1) Non-guaranteed separate accounts included $3.5 billion as of March 31, 2020 and $4.0 billion as of December 31, 2019 in assets supporting the Company's pension plans, including $0.3 billion classified in Level 3 as of March 31, 2020 and $0.2 billion classified in Level 3 as of December 31, 2019.

Separate account assets classified as Level 1 primarily include exchange-listed equity securities. Level 2 assets primarily include:

- corporate and structured bonds valued using recent trades of similar securities or pricing models that discount future cash flows at estimated market interest rates as described above; and
- actively-traded institutional and retail mutual fund investments.

Separate account assets classified in Level 3 primarily support Cigna's pension plans and include certain newly-issued, privately-placed, complex, or illiquid securities that are priced using methods discussed above, as well as commercial mortgage loans. Activity, including transfers into and out of Level 3, was not material for the three months ended March 31, 2020 and 2019.

Separate account investments in securities partnerships, real estate, and hedge funds are generally valued based on the separate account's ownership share of the equity of the investee (NAV as a practical expedient) including changes in the fair values of its underlying investments. Substantially all of these assets support the Cigna Pension Plans. The following table provides additional information on these investments.

(In millions)	Fair Value as of		Unfunded Commitment as of March 31, 2020	Redemption Frequency (if currently eligible)	Redemption Notice Period
	March 31, 2020	**December 31, 2019**			
Securities partnerships	**$ 513**	$ 531	**$ 302**	Not applicable	Not applicable
Real estate funds	**224**	220	**—**	Quarterly	30 - 90 days
Hedge funds	**5**	5	**—**	Up to annually, varying by fund	30 - 90 days
Total	**$ 742**	$ 756	**$ 302**		

As of March 31, 2020, the Company does not have plans to sell any of these assets at less than fair value. These investments are structured to satisfy longer-term investment objectives. Securities partnerships are contractually

unredeemable, and the underlying investment assets are expected to be liquidated by the fund managers within ten years after inception.

B. Assets and Liabilities Measured at Fair Value under Certain Conditions

Some financial assets and liabilities are not carried at fair value each reporting period, but may be measured using fair value only under certain conditions such as investments when they become impaired, including investment real estate and commercial mortgage loans and certain equity securities with no readily determinable fair value. Equity securities with no readily determinable fair value are also measured at fair value when there are observable price changes from orderly transactions with the same issuer. For the three months ended March 31, 2020, there were immaterial losses relating to price changes for equity securities with no readily determinable fair value and no impaired investments written down to their fair values. For the three months ended March 31, 2019, there are no realized investment losses resulting from impairments on these assets or price changes for equity securities with no readily determinable fair value. Carrying values represented less than 1% of total investments as of both March 31, 2020 and March 31, 2019.

C. Fair Value Disclosures for Financial Instruments Not Carried at Fair Value

The following table includes the Company's financial instruments not recorded at fair value that are subject to fair value disclosure requirements at March 31, 2020 and December 31, 2019. In addition to universal life products and finance leases, financial instruments that are carried in the Company's Consolidated Financial Statements at amounts that approximate fair value are excluded from the following table.

		March 31, 2020		December 31, 2019	
(In millions)	**Classification in Fair Value Hierarchy**	**Fair Value**	**Carrying Value**	**Fair Value**	**Carrying Value**
Commercial mortgage loans	Level 3	**$ 1,958**	**$ 1,935**	$ 1,989	$ 1,947
Long-term debt, including current maturities, excluding finance leases	Level 2	**$ 38,134**	**$ 35,634**	$ 39,439	$ 36,375

Fair values of off-balance sheet financial instruments were not material as of March 31, 2020 and December 31, 2019.

Note 13 – Variable Interest Entities

When the Company becomes involved with a variable interest entity and when there is a change in the Company's involvement with an entity, the Company must determine if it is the primary beneficiary and must consolidate the entity. The Company is considered the primary beneficiary if it has the power to direct the entity's most significant economic activities and has the right to receive benefits or obligation to absorb losses that could be significant to the entity. The Company evaluates the following criteria:

- the structure and purpose of the entity;
- the risks and rewards created by, and shared through, the entity; and
- the Company's ability to direct its activities, receive its benefits and absorb its losses relative to the other parties involved with the entity including its sponsors, equity holders, guarantors, creditors and servicers.

The Company determined it was not a primary beneficiary in any material variable interest entities as of March 31, 2020 or December 31, 2019. The Company's involvement in variable interest entities for which it is not the primary beneficiary is described below.

Securities limited partnerships and real estate limited partnerships. The Company owns interests in securities limited partnerships and real estate limited partnerships that are defined as variable interest entities. These partnerships invest in the equity or mezzanine debt of privately-held companies and real estate properties. General partners unaffiliated with the Company control decisions that most significantly impact the partnership's operations and the limited partners do not have substantive kick-out or participating rights. The Company's maximum exposure to loss from these entities of $3.7 billion across approximately 150 limited partnerships as of March 31, 2020, included $1.9 billion reported in Long-term investments and commitments to contribute an additional $1.8 billion. The Company's noncontrolling interest in each of these limited partnerships is generally less than 15% of the partnership ownership interests.

Other asset-backed and corporate securities. In the normal course of its investing activities, the Company also makes passive investments in certain asset-backed and corporate securities that are issued by variable interest entities whose sponsors or issuers are unaffiliated with the Company. The Company receives fixed-rate cash flows from these investments and the maximum potential exposure to loss is limited to our carrying amount of $0.6 billion as of March 31, 2020 that is reported in debt securities. The Company's combined ownership interests are insignificant relative to the total principal amounts issued by these entities.

The Company is involved with various other variable interest entities with immaterial carrying values and maximum exposures to loss.

The Company has not provided, and does not intend to provide, financial support to any of the entities involving the Company's variable interest relationships that it is not contractually required to provide. The Company performs ongoing qualitative analyses of its involvement with these variable interest entities to determine if consolidation is required.

Note 14 – Accumulated Other Comprehensive Income (Loss) ("AOCI")

AOCI includes unrealized appreciation on securities and derivatives (excluding appreciation on investments supporting future policy benefit liabilities of the run-off settlement annuity business) (See Note 11), foreign currency translation and the net postretirement benefits liability adjustment. AOCI includes the Company's share from unconsolidated entities reported on the equity method. Generally, tax effects in AOCI are established at the currently enacted tax rate and reclassified to net income in the same period that the related pre-tax AOCI reclassifications are recognized. Changes in the components of AOCI were as follows:

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Securities and Derivatives		
Beginning balance	**$ 975**	$ 18
(Depreciation) appreciation on securities and derivatives	**(580)**	565
Tax benefit (expense)	**127**	(122)
Net (depreciation) appreciation on securities and derivatives	**(453)**	443
Reclassification adjustment for losses (gains) included in shareholders' net income (net realized investment losses (gains))	**32**	(1)
Tax (expense)	**(7)**	—
Net losses (gains) reclassified from AOCI to net income	**25**	(1)
Other comprehensive (loss) income, net of tax	**(428)**	442
Ending balance	**$ 547**	$ 460
Translation of foreign currencies		
Beginning balance	**$ (275)**	$ (221)
Translation of foreign currencies	**(160)**	(25)
Tax (expense)	**(15)**	(1)
Net translation of foreign currencies	**(175)**	(26)
Less: Net translation of foreign currencies attributable to noncontrolling interests	**(4)**	(2)
Shareholders' net translation of foreign currencies	**(171)**	(24)
Ending balance	**$ (446)**	$ (245)
Postretirement benefits liability		
Beginning balance	**$ (1,641)**	$ (1,508)
Reclassification adjustment for amortization of net losses from past experience and prior service costs (interest expense and other)	**18**	15
Reclassification adjustment for settlement (interest expense and other)	**—**	10
Tax (expense)	**(5)**	(14)
Net adjustments reclassified from AOCI to net income	**13**	11
Other comprehensive income, net of tax	**13**	11
Ending balance	**$ (1,628)**	$ (1,497)

Note 15 - Organizational Efficiency Plan

The Company is continuously evaluating ways to deliver our products and services more efficiently and at a lower cost. During the fourth quarter of 2019, we committed to a plan to increase our organizational alignment and operational efficiency and reduce costs. As a result, we recognized a charge in selling, general and administrative expenses of $207 million pre-tax ($162 million after-tax) in the fourth quarter of 2019 and an additional $31 million pre-tax ($24 million after-tax) in the first quarter 2020, primarily for severance costs related to headcount reductions. We expect most of the severance to be paid by the end of 2021.

Note 16 – Pension

Future benefit accruals for the Company's domestic defined benefit pension plans are frozen and the net pension benefit for the three months ended March 31, 2020 was immaterial to our results of operations. The Company also has non-U.S. pension and other postretirement benefit plans that were immaterial to our results of operations, liquidity and financial position for the periods presented.

Cigna Corporation (now Old Cigna) and the Cigna Pension Plan (the "Plan") were defendants in a class action lawsuit related to the Plan's conversion of certain employees from an annuity to a cash balance benefit in 1997. In the first quarter of 2019, the Plan implemented a court order resulting in an increase to the pension liability of $142 million. Pension expense, including reversal of the litigation reserve related to this liability, is reported in Interest expense and other in the Consolidated Statements of Income.

The Company did not make any contributions to the domestic qualified pension plans for the three months ended March 31, 2020. Contributions to these plans are expected to be immaterial for the remainder of 2020.

Note 17 – Leases

Operating and finance lease right of use ("ROU") assets and lease liabilities were as follows:

(In millions)		**March 31, 2020**		**December 31, 2019**
Operating leases:				
Operating lease ROU assets	**$**	**514**	$	536
Accrued expenses and other current liabilities	**$**	**165**	$	166
Other non-current liabilities		**445**		465
Total operating lease liabilities	**$**	**610**	$	631
Finance leases:				
Property and equipment, gross	**$**	**113**	$	110
Accumulated depreciation		**(32)**		(23)
Property and equipment, net	**$**	**81**	$	87
Short-term debt	**$**	**25**	$	27
Long-term debt		**58**		61
Total finance lease liabilities	**$**	**83**	$	88

Note 18 – Income Taxes

A. Income Tax Expense

The 14.9% effective tax rate for the three months ended March 31, 2020 was lower than the 23.3% rate for the same period in 2019. This rate decrease is due to incremental tax benefits associated with remeasuring deferred state income taxes and releasing liabilities for uncertain tax positions as discussed below. This decrease was partially offset by return of the nondeductible health insurer tax.

B. Uncertain Tax Positions and Other Tax Matters

For the three months ended March 31, 2020 the balance of uncertain tax position declined after resolving examination matters with certain taxing authorities, resulting in a net increase to Shareholders' net income of $48 million.

Note 19 – Contingencies and Other Matters

The Company, through its subsidiaries, is contingently liable for various guarantees provided in the ordinary course of business.

A. Financial Guarantees: Retiree and Life Insurance Benefits

The Company guarantees that separate account assets will be sufficient to pay certain life insurance or retiree benefits. For the majority of these benefits, the sponsoring employers are primarily responsible for ensuring that assets are sufficient to pay these benefits and are required to maintain assets that exceed a certain percentage of benefit obligations. If employers fail to do so, the Company or an affiliate of the buyer of the retirement benefits business has the right to redirect the management of the related assets to provide for benefit payments. As of March 31, 2020, employers maintained assets that exceeded the benefit obligations under these arrangements of approximately $455 million. An additional liability is established if management believes that the Company will be required to make payments under the guarantees; there were no additional liabilities required for these guarantees, net of reinsurance, as of March 31, 2020. Separate account assets supporting these guarantees are classified in Levels 1 and 2 of the GAAP fair value hierarchy.

The Company does not expect that these financial guarantees will have a material effect on the Company’s consolidated results of operations, liquidity or financial condition.

B. Certain Other Guarantees

The Company had indemnification obligations as of March 31, 2020 in connection with acquisition and disposition transactions. These indemnification obligations are triggered by the breach of representations or covenants provided by the Company, such as representations for the presentation of financial statements, filing of tax returns, compliance with law or identification of outstanding litigation. These obligations are typically subject to various time limitations, defined by the contract or by operation of law, such as statutes of limitation. In some cases, the maximum potential amount due is subject to contractual limitations based on a percentage of the transaction

purchase price, while in other cases limitations are not specified or applicable. The Company does not believe that it is possible to determine the maximum potential amount due under these obligations because not all amounts due under these indemnification obligations are subject to limitation. There were no liabilities for these indemnification obligations as of March 31, 2020.

C. Guaranty Fund Assessments

The Company operates in a regulatory environment that may require its participation in assessments under state insurance guaranty association laws. The Company's exposure to assessments for certain obligations of insolvent insurance companies to policyholders and claimants is based on its share of business written in the relevant jurisdictions.

There were no material effects for existing or new guaranty fund assessments for the three months ended March 31, 2020.

D. Legal and Regulatory Matters

The Company is routinely involved in numerous claims, lawsuits, regulatory inquiries and audits, government investigations, including under the federal False Claims Act and state false claims acts initiated by a government investigating body or by a qui tam relator's filing of a complaint under court seal, and other legal matters arising, for the most part, in the ordinary course of managing a global health service business. Additionally, the Company has received and is cooperating with subpoenas or similar processes from various governmental agencies requesting information, all arising in the normal course of its business. Disputed tax matters arising from audits by the Internal Revenue Service or other state and foreign jurisdictions, including those resulting in litigation, are accounted for under GAAP guidance for uncertain tax positions. Further information on income tax matters can be found in Note 18.

Pending litigation and legal or regulatory matters that the Company has identified with a reasonably possible material loss and certain other material litigation matters are described below. For those matters that the Company has identified with a reasonably possible material loss, the Company provides disclosure in the aggregate of accruals and range of loss, or a statement that such information cannot be estimated. The Company's accruals for the matters discussed below under "Litigation Matters" and "Regulatory Matters" are immaterial. Due to numerous uncertain factors presented in these cases, it is not possible to estimate an aggregate range of loss (if any) for these matters at this time. In light of the uncertainties involved in these matters, there is no assurance that their ultimate resolution will not exceed the amounts currently accrued by the Company. An adverse outcome in one or more of these matters could be material to the Company's results of operations, financial condition or liquidity for any particular period. The outcomes of lawsuits are inherently unpredictable and we may be unsuccessful in these ongoing litigation matters or any future claims or litigation.

Litigation Matters

Risk Corridors and CSR Litigation with the Federal Government. As a result of the Supreme Court decision in April 2020, the Company filed suit in early May against the United States in the U.S. Court of Federal Claims seeking to recover two types of payments the Federal Government owes Cigna under the risk corridors and cost-sharing reduction ("CSR") programs of the Patient Protection and Affordable Care Act ("ACA"). The complaint seeks to recover at least $120 million in risk corridors payments and more than $195 million in CSR payments. Cigna's complaint is pending and we await the Federal Government's response.

Cigna Litigation with Anthem. In February 2017, the Company delivered a notice to Anthem terminating the 2015 merger agreement and notifying Anthem that it must pay the Company the $1.85 billion reverse termination fee pursuant to the terms of the merger agreement. Also in February 2017, the Company filed suit against Anthem in the Delaware Court of Chancery (the "Chancery Court") seeking declaratory judgments that the Company's termination of the merger agreement was valid and that Anthem was not permitted to extend the termination date. The complaint also sought payment of the reverse termination fee and additional damages in an amount exceeding $13 billion, including the lost premium value to the Company's shareholders caused by Anthem's willful breaches of the merger agreement. Anthem has countersued, alleging its own claims for damages.

On February 15, 2017, the Chancery Court granted Anthem's motion for a temporary restraining order and temporarily enjoined the Company from terminating the merger agreement. In May 2017, the Chancery Court denied Anthem's motion for a preliminary injunction to enjoin Cigna from terminating the merger agreement but stayed its ruling pending Anthem's determination as to whether to seek an appeal. Anthem subsequently notified Cigna and the Chancery Court that it did not intend to appeal the Chancery Court's decision. As a result, the merger agreement was terminated.

The litigation between the parties remains pending. A trial was held during the first quarter of 2019. Oral arguments on post-trial briefs were held on November 26, 2019. In February 2020, the Chancery Court requested additional post-trial briefing, which has been completed. The court's decision is now expected by early June 2020. We believe in the merits of our claims and dispute Anthem's claims, and we intend to vigorously defend ourselves and pursue our claims.

Express Scripts Litigation with Anthem. In March 2016, Anthem filed a lawsuit in the United States District Court for the Southern District of New York alleging various breach of contract claims against Express Scripts relating to the parties' rights and obligations under the periodic pricing review section of the pharmacy benefit management agreement between the parties including allegations that Express Scripts failed to negotiate new pricing concessions in good faith, as well as various alleged service issues. Anthem also requested that the court enter declaratory judgment that Express Scripts is required to provide Anthem competitive benchmark pricing, that Anthem can terminate the agreement, and that Express Scripts is required to provide Anthem with post-termination services at competitive benchmark pricing for one year following any termination by Anthem. Anthem claims it is entitled to $13 billion in additional pricing concessions over the remaining term of the agreement, as well as $1.8 billion for one year following any contract termination by Anthem and $150 million damages for service issues ("Anthem's Allegations"). On April 19, 2016, in response to Anthem's complaint, Express Scripts filed its answer denying Anthem's Allegations in their entirety and asserting affirmative defenses and counterclaims against Anthem. The court subsequently granted Anthem's motion to dismiss two of six counts of Express Scripts' amended counterclaims. The current scheduling order runs through the completion of summary judgment briefing in October 2020. There is no tentative trial date. We believe in the merits of our claims and dispute Anthem's claims, and we intend to vigorously defend ourselves and pursue our claims.

Regulatory Matters

Civil Investigative Demand. The U.S. Department of Justice ("DOJ") is conducting an industry-wide investigation of Medicare Advantage organizations' risk adjustment practices under Medicare Parts C and D including medical chart reviews and health exams. For certain other Medicare Advantage organizations, the investigation has resulted in litigation. The Company is currently responding to information requests (civil investigative demands) received from the DOJ (U.S. Attorney's Offices for the Eastern District of Pennsylvania and the Southern District of New York). We will continue to cooperate with the DOJ's investigation.

Disability claims regulatory matter. The Company is subject to an agreement with the Departments of Insurance for Maine, Massachusetts, Pennsylvania, Connecticut and California (together, the "Lead States"), originally entered

into in 2013, that relates to the Company's long-term disability claims handling practices. The agreement provides for enhanced procedures related to documentation and disposition. Cigna has cooperated fully with the Lead States and we believe we have addressed the requirements of the agreement. The Lead States initiated a re-examination of our practices. In April 2020, the re-examination was closed with a determination that the Company is in material compliance and no adverse regulatory action was, or is expected to be, taken.

Note 20 – Segment Information

See Note 1 for a description of our segments. A description of our basis for reporting segment operating results is outlined below. Intersegment transactions primarily reflect pharmacy sales to insured customers of the Integrated Medical segment. These and other transactions are eliminated in consolidation.

The Company uses "pre-tax adjusted income from operations" and "adjusted revenues" as its principal financial measures of segment operating performance because management believes they best reflect the underlying results of business operations and permit analysis of trends in underlying revenue, expenses and profitability. Pre-tax adjusted income from operations is defined as income before taxes excluding realized investment results, amortization of acquired intangible assets, special items and, for periods prior to 2020, earnings contribution from transitioning clients Anthem and Coventry Health Care, Inc. (the "transitioning clients"). As of December 31, 2019, the transition of these clients was substantially complete; therefore, beginning in 2020, we no longer exclude results of transitioning clients from our adjusted revenues and adjusted income from operations. Income or expense amounts that are excluded from adjusted income from operations because they are not indicative of underlying performance or the responsibility of operating segment management include:

- Realized investment gains (losses) including changes in market values of certain financial instruments between balance sheet dates, as well as gains and losses associated with invested asset sales.
- Amortization of acquired intangible assets because these relate to costs incurred for acquisitions.
- Results of transitioning clients, for periods prior to 2020, because those results are not indicative of ongoing results.
- Special items, if any, that management believes are not representative of the underlying results of operations due to the nature or size of these matters.

The Company does not report total assets by segment because this is not a metric used to allocate resources or evaluate segment performance.

Adjusted revenues is defined as revenues excluding: 1) revenue contribution from transitioning clients for periods prior to 2020; 2) the Company's share of certain realized investment results of its joint ventures reported in the International Markets segment using the equity method of accounting; and 3) special items, if any.

The following tables present the special items recorded by the Company for the three months ended March 31, 2020 and 2019.

	Three Months Ended			
(In millions)	**March 31, 2020**		**March 31, 2019**	
Description of Special Item Charges (Benefits) and Financial Statement Line Item(s)	**After-tax**	**Before-tax**	**After-tax**	**Before-tax**
Debt extinguishment costs (Debt extinguishment costs)	**$ 140**	**$ 185**	$ —	$ —
Integration and transaction-related costs (Selling, general and administrative expenses)	**74**	**97**	108	136
Charge for organizational efficiency plan (Selling, general and administrative expenses)	**24**	**31**	—	—
Charges associated with litigation matters (Selling, general and administrative expenses)	**19**	**25**	—	—
Contractual adjustment for a former client (Pharmacy revenues)	**(66)**	**(87)**	—	—
Total impact from special items	**$ 191**	**$ 251**	$ 108	$ 136

Summarized segment financial information for the three months ended March 31 was as follows:

(In millions)	Health Services	Integrated Medical	International Markets	Group Disability and Other	Corporate and Eliminations	Total
Three months ended March 31, 2020						
Revenues from external customers [1]	**$ 26,256**	**$ 9,268**	**$ 1,420**	**$ 1,172**	**$ —**	**$ 38,116**
Inter-segment revenues	**974**	**466**	**—**	**5**	**(1,445)**	
Net investment income	**25**	**126**	**40**	**162**	**—**	**353**
Total revenues	**27,255**	**9,860**	**1,460**	**1,339**	**(1,445)**	**38,469**
Net realized investment results from certain equity method investments [2]	**—**	**—**	**10**	**—**	**—**	**10**
Special items	**(87)**	**—**	**—**	**—**	**—**	**(87)**
Adjusted revenues	**$ 27,168**	**$ 9,860**	**$ 1,470**	**$ 1,339**	**$ (1,445)**	**$ 38,392**
Income (loss) before taxes	**$ 694**	**$ 1,140**	**$ 234**	**$ 72**	**$ (743)**	**$ 1,397**
Pre-tax adjustments to reconcile to adjusted income from operations						
(Income) attributable to noncontrolling interests	**(4)**	**—**	**(5)**	**—**	**—**	**(9)**
Net realized investment losses [2]	**—**	**48**	**46**	**4**	**—**	**98**
Amortization of acquired intangible assets	**479**	**11**	**7**	**1**	**—**	**498**
Special items						
Debt extinguishment costs	**—**	**—**	**—**	**—**	**185**	**185**
Integration and transaction-related costs	**—**	**—**	**—**	**—**	**97**	**97**
Charge for organizational efficiency plan	**—**	**—**	**—**	**—**	**31**	**31**
Charges associated with litigation matters	**—**	**—**	**—**	**—**	**25**	**25**
Contractual adjustment for a former client	**(87)**	**—**	**—**	**—**	**—**	**(87)**
Pre-tax adjusted income (loss) from operations	**$ 1,082**	**$ 1,199**	**$ 282**	**$ 77**	**$ (405)**	**$ 2,235**

(In millions)	Health Services	Integrated Medical	International Markets	Group Disability and Other	Corporate and Eliminations	Total
Three months ended March 31, 2019						
Revenues from external customers [1]	$ 26,197	$ 8,910	$ 1,384	$ 1,109	$ —	$ 37,600
Inter-segment revenues	737	162	—	7	(906)	
Net investment income (loss)	15	123	38	180	(10)	346
Total revenues	26,949	9,195	1,422	1,296	(916)	37,946
Revenue contribution from transitioning clients	(4,489)	—	—	—	—	(4,489)
Net realized investment results from certain equity method investments [2]	—	—	(28)	—	—	(28)
Adjusted revenues	$ 22,460	$ 9,195	$ 1,394	$ 1,296	$ (916)	$ 33,429
Income (loss) before taxes	$ 942	$ 1,157	$ 222	$ 93	$ (626)	$ 1,788
Pre-tax adjustments to reconcile to adjusted income from operations						
Adjustment for transitioning clients	(660)	—	—	—	—	(660)
(Income) attributable to noncontrolling interests	(1)	—	(4)	—	—	(5)
Net realized investment (gains) [2]	—	(5)	(23)	(10)	—	(38)
Amortization of acquired intangible assets	713	18	11	1	—	743
Special items						
Integration and transaction-related costs	—	—	—	—	136	136
Pre-tax adjusted income (loss) from operations	$ 994	$ 1,170	$ 206	$ 84	$ (490)	$ 1,964

(1) Includes the Company's share of the earnings of its joint ventures reported in the International Markets segment using the equity method of accounting.

(2) Includes the Company's share of certain realized investment (gains) losses of its joint ventures reported in the International Markets segment using the equity method of accounting.

Revenue from external customers includes pharmacy revenues, premiums and fees and other revenues. The following table presents these revenues by product, premium and service type for the three months ended March 31:

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Products (Pharmacy revenues) (ASC 606)		
Network revenues	**$ 12,142**	$ 12,273
Home delivery and specialty revenues	**11,714**	11,784
Other	**1,242**	1,122
Total pharmacy revenues	**25,098**	25,179
Insurance premiums (ASC 944)		
Integrated Medical premiums		
Commercial		
Health Insurance	**3,461**	3,039
Stop loss	**1,161**	1,069
Other	**289**	278
Government		
Medicare Advantage	**1,881**	1,607
Medicare Part D	**462**	525
Other	**1,066**	1,065
Total Integrated Medical premiums	**8,320**	7,583
International Markets premiums	**1,375**	1,304
Domestic disability, life and accident premiums	**1,116**	1,047
Other premiums	**29**	37
Total premiums	**10,840**	9,971
Services (ASC 606)		
Fees	**2,154**	2,390
Other external revenues	**24**	60
Total services	**2,178**	2,450
Total revenues from external customers	**$ 38,116**	$ 37,600

The Health Services segment may provide certain financial and performance guarantees, including a minimum level of discounts a client may receive, generic utilization rates and various service levels. Clients may be entitled to receive compensation if we fail to meet these guarantees. Actual performance is compared to the contractual guarantee for each measure throughout the period and the Company defers revenue for any estimated payouts within Accrued expenses and other liabilities (current). These estimates are adjusted at the end of the guarantee period. Historically, adjustments to original estimates have not been material. The performance guarantee liability was $1.2 billion as of March 31, 2020 and $1.0 billion as of December 31, 2019.

Item 2. ***MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS***

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Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to provide information to assist you in better understanding and evaluating our financial condition as of March 31, 2020 compared with December 31, 2019 and our results of operations for the three months ended March 31, 2020 compared with the same period last year and intended to help you understand the ongoing trends in our business. We encourage you to read this MD&A in conjunction with our Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2019 ("2019 Form 10-K"), in particular the "Risk Factors" contained in Part I, Item 1A of that form as such Risk Factors are supplemented by the information contained in Part II, Item 1A of this Form 10-Q.

Unless otherwise indicated, financial information in the MD&A is presented in accordance with accounting principles generally accepted in the United States of America ("GAAP"). See Note 2 to the Consolidated Financial Statements in our 2019 Form 10-K for additional information regarding the Company's significant accounting policies and Note 3 to the Consolidated Financial Statements in this Form 10-Q for updates to those accounting policies resulting from adopting new accounting guidance. The preparation of interim consolidated financial statements necessarily relies heavily on estimates. This and certain other factors call for caution in estimating full-year results based on interim results of operations. In some of our financial tables in this MD&A, we present either percentage changes or "N/M" when those changes are so large as to become not meaningful. Changes in percentages are expressed in basis points ("bps").

In this MD&A, our consolidated measures "adjusted income from operations," earnings per share on that same basis and "adjusted revenues" are not determined in accordance with GAAP and should not be viewed as substitutes for the most directly comparable GAAP measures of "shareholders' net income," "earnings per share" and "total revenues." We also use pre-tax adjusted income from operations and adjusted revenues to measure the results of our segments.

We use adjusted income from operations as our principal financial measure of operating performance because management believes it best reflects the underlying results of our business operations and permits analysis of trends in underlying revenue, expenses and profitability. We define adjusted income from operations as shareholders' net income (or income before taxes for the segment metric) excluding realized investment gains and losses, amortization

of acquired intangible assets, special items, and for periods prior to 2020, results of Anthem, Inc. and Coventry Health Care Inc. ("Coventry") (collectively, the "transitioning clients") (see the "Key Transactions and Business Developments" section of the MD&A for further discussion of transitioning clients). Cigna's share of certain realized investment results of its joint ventures reported in the International Markets segment using the equity method of accounting are also excluded. Income or expense amounts excluded from adjusted income from operations because they are not indicative of underlying performance or the responsibility of operating segment management include:

- *Realized investment gains (losses) including changes in market values of certain financial instruments between balance sheet dates, as well as gains and losses associated with invested asset sales.*
- *Amortization of acquired intangible assets because these relate to costs incurred for acquisitions.*
- *Results of transitioning clients, for periods prior to 2020, because those results are not indicative of ongoing results*.
- *Special items, if any, that management believes are not representative of the underlying results of operations due to the nature or size of these matters.*

The term "Adjusted revenues" is defined as total revenues excluding the following adjustments: revenue contribution from transitioning clients for periods prior to 2020, special items and Cigna's share of certain realized investment results of its joint ventures reported in the International Markets segment using the equity method of accounting. We exclude these items from this measure because management believes they are not indicative of past or future underlying performance of the business.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on Cigna's current expectations and projections about future trends, events and uncertainties. These statements are not historical facts. Forward-looking statements may include, among others, statements concerning future financial or operating performance, including our ability to deliver affordable, personalized and innovative solutions for our customers and clients, in light of the challenges presented by the COVID-19 pandemic; future growth, business strategy, strategic or operational initiatives, including our organizational efficiency plan; economic, regulatory or competitive environments, particularly with respect to the pace and extent of change in these areas; financing or capital deployment plans and amounts available for future deployment; our prospects for growth in the coming years; strategic transactions, including the merger ("Merger") with Express Scripts Holding Company and the sale of our U.S.Group Disability and Life business; our ongoing operational response to the COVID-19 pandemic; and other statements regarding Cigna's future beliefs, expectations, plans, intentions, financial condition or performance. You may identify forward-looking statements by the use of words such as "believe," "expect," "plan," "intend," "anticipate," "estimate," "predict," "potential," "may," "should," "will" or other words or expressions of similar meaning, although not all forward-looking statements contain such terms.

Forward-looking statements are subject to risks and uncertainties, both known and unknown, that could cause actual results to differ materially from those expressed or implied in forward-looking statements. Such risks and uncertainties include, but are not limited to: our ability to achieve our financial, strategic and operational plans or initiatives; our ability to predict and manage medical and pharmacy costs and price effectively; our ability to adapt to changes or trends in an evolving and rapidly changing industry; our ability to effectively differentiate our products and services from those of our competitors and maintain or increase market share; our ability to develop and maintain good relationships with physicians, hospitals, other health care providers, producers, consultants and pharmaceutical manufacturers; changes in the pharmacy provider marketplace or pharmacy networks; changes in drug pricing; the impact of modifications to our operations and processes; our ability to identify potential strategic

transactions and realize the expected benefits (including anticipated synergies) of such transactions in full or within the anticipated time frame, including with respect to the Merger and the sale of our Group Disability and Life business, as well as our ability to integrate or separate operations, resources and systems; the substantial level of government regulation over our business and the potential effects of new laws or regulations or changes in existing laws or regulations; the outcome of litigation, regulatory audits, investigations, actions or guaranty fund assessments; uncertainties surrounding participation in government-sponsored programs such as Medicare; the effectiveness and security of our information technology and other business systems and those of our key suppliers or other third parties; the impact of our debt service obligations on the availability of funds for other business purposes; unfavorable industry, economic or political conditions, including foreign currency movements; acts of civil unrest, war, terrorism, natural disasters or pandemics; reinsurance credit risk, the scale and scope of the COVID-19 pandemic and its potential impact on our business, operating results, cash flows and financial condition, as well as on our employees, clients, customers, suppliers and partners and on the U.S. and global economies, as well as more specific risks and uncertainties discussed in Part I, Item 1A – Risk Factors, as such Risk Factors are supplemented by information contained in Part II, Item 1A of this Form 10-Q, and Part II, Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations of our 2019 Form 10-K and as described from time to time in our future reports filed with the Securities and Exchange Commission (the "SEC").

You should not place undue reliance on forward-looking statements which speak only as of the date they are made, are not guarantees of future performance or results, and are subject to risks, uncertainties and assumptions that are difficult to predict or quantify. Cigna undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required by law.

EXECUTIVE OVERVIEW

Cigna Corporation, together with its subsidiaries (either individually or collectively referred to as "Cigna," the "Company," "we," "our" or "us") is a global health service organization with a mission of helping those we serve improve their health, well-being and peace of mind. Our evolved strategy in support of our mission is ***Go Deeper, Go Local, Go Beyond*** using a differentiated set of pharmacy, medical, dental, disability, life and accident insurance and related products and services offered by our subsidiaries. For further information on our business and strategy, see Item 1, "Business" in our 2019 Form 10-K.

COVID-19 Update

The novel strain of coronavirus ("COVID-19") was declared a pandemic by the World Health Organization in March 2020 because the virus had surfaced in nearly all regions around the world. As the world fights the COVID-19 pandemic, Cigna remains focused on delivering peace of mind during these unprecedented times. We have taken several actions to drive affordability and reduce uncertainty for our customers, increase flexibility for providers, support mental health in our communities, and care for our colleagues around the world. To date, these actions include:

Answering the Call for Affordability

Waived customer out-of-pocket costs, through May 31, 2020, for COVID-19 related to:

- diagnostic testing
- office visits for testing
- telehealth screenings (medical and dental)
- treatment

Ensuring Access to Care

- offered free standard shipping of up to 90-day supplies for prescription maintenance medications and 24/7 access to pharmacists.
- deployed hundreds of Cigna clinicians to telehealth provider MDLIVE to increase virtual care capacity.
- provided Buoy Health symptom checker customized for Cigna customers and Express Scripts members in the U.S. with next best action guides and multi-language symptom checker Infermedica for international customers.
- maintained in-home medication infusions by Accredo nurses so vulnerable patients can avoid travel.
- expanded our Employee Assistance Program services for Cigna customers and household members.
- added a new furlough package that offers a prescription savings program (Inside Rx), a dental savings card, and more for customers.

Supporting the Medical Community

- made it easier for hospitals to transfer COVID-19 patients to long-term acute care hospitals and subacute facilities.
- waived prior authorizations for patient transfers, emergency department visits, and home health care services.
- donated medications to Washington University for a COVID-19 treatment clinical trial.

Advocating for Whole Person Health

- launched a social connector initiative for Medicare Advantage customers to help mitigate feelings of loneliness.
- offered free on-demand webinars to the public to help manage fear and anxiety while building resiliency.
- created a 24/7 toll-free help line to the public to speak with behavioral health clinicians.
- established partnership with SilverCloud Health, a digital mental health platform for Express Scripts clients and members.
- sent more than 5,000 greeting cards to seniors from our employees and their families.

Taking Care of Our Workforce

- all U.S. employees able to do so are working from home until further notice.
- allotted 10 Emergency Time Off days for our U.S. colleagues to use for COVID-19 related absences through 2020.
- lifted the restriction on Paid Time Off being used before it is accrued, until further notice.
- U.S.-based employees with worksite-essential roles receive a 20% pay premium.
- created an employee-focused COVID-19 resource site on our Company's Intranet.
- enhanced our employee recognition program.

Assisting Our Communities

Cigna and the Cigna Foundation have:

- launched the Brave of Heart Fund with a $25 million grant to provide financial assistance to survivors of front-line U.S. healthcare workers who gave their lives in the fight against COVID-19. The Fund was created in partnership with the New York Life Foundation. Cigna will also provide emotional support services to their families.
- committed over $1 million to nonprofits addressing food insecurity and health care support needs in the U.S.
- donated $250 thousand towards relief efforts in China during the earliest days of the outbreak.

Going forward, we will continue to work with our clients, customers, providers and employees by expanding on the immediate support we have already implemented and by continuing partnerships with the goal of quickly adapting to how customers are accessing care during the pandemic.

We have also taken actions to implement our business continuity plans over our operations. The Company is mitigating risk associated with prescription drug supply through our ability to operate and leverage purchasing volume across the pharmaceutical supply chain. These continuity plans have also impacted our employees and partners through global office closures, reductions in operating hours, travel restrictions, changes in operating

procedures and enhancements for employees that cannot work remotely. We did not incur significant disruptions to our operations during the three months ended March 31, 2020 from COVID-19.

As further discussed in Note 2 to the Consolidated Financial Statements, the effects of the COVID-19 pandemic began to emerge in the U.S. at the end of the first quarter of 2020 and were not material to our results for that period across all segments of our business. Additionally, discussion of the impact of COVID-19 on our investment portfolio and related considerations regarding our investment outlook can be found in Note 11 to the Consolidated Financial Statements and in the "Investment Assets" discussion of this MD&A, respectively. While it is difficult to quantify the impact of the COVID-19 pandemic on our results for the remainder of 2020 and beyond, we believe that such results may be impacted by, among other things, lower customer volumes due to rising unemployment levels and higher medical costs to treat those affected by the virus, offset by lower elective medical procedures.

Additionally, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was enacted on March 27, 2020 in the United States. The impact of this new legislation was not material to the Company's financial results for the three months ended March 31, 2020. The Company did not request any funding under the CARES Act. However, in April 2020 the Company received $41 million from the provider relief fund, all of which has been returned to the U.S. Department of Health and Human Services.

The Company has taken actions to enhance our liquidity that, combined with our other sources of liquidity described in the "Liquidity and Capital Resources Outlook" below, and our current projections for operating cash flows, we believe are sufficient to support our operations and meet our obligations.

The situation surrounding COVID-19 remains fluid, and we are actively managing our response and assessing impacts to our financial position and operating results, as well as adverse developments in our business.

For further information regarding the impact of COVID-19 on the Company, please see “Risk Factors” contained in Part I, Item 1A of the 2019 Form 10-K as such Risk Factors are supplemented by the information contained in Part II, Item 1A of this Form 10-Q.

See Note 1 to the Consolidated Financial Statements for a description of our segments. Unless otherwise specified, the commentary provided below describes our results for the three months ended March 31, 2020 compared with the same period in 2019.

Summarized below are certain key measures of our performance by segment for the three months ended March 31, 2020 and 2019:

Financial highlights by segment

	Three Months Ended March 31,		
(Dollars in millions, except per share amounts)	**2020**	**2019**	**% Change**
Revenues			
Adjusted revenues by segment			
Health Services	**$ 27,168**	$ 22,460	21%
Integrated Medical	**9,860**	9,195	7
International Markets	**1,470**	1,394	5
Group Disability and Other	**1,339**	1,296	3
Corporate, net eliminations	**(1,445)**	(916)	(58)
Adjusted revenues	**38,392**	33,429	15
Revenue contribution from transitioning clients	**—**	4,489	N/M
Net realized investment results from certain equity method investments	**(10)**	28	N/M
Special items	**87**	—	N/M
Total revenues	**$ 38,469**	$ 37,946	1%
Shareholders' net income	**$ 1,181**	$ 1,368	(14)%
Adjusted income from operations	**$ 1,758**	$ 1,498	17%
Earnings per share (diluted)			
Shareholders' net income	**$ 3.15**	$ 3.56	(12)%
Adjusted income from operations	**$ 4.69**	$ 3.90	20%
Pre-tax adjusted income from operations by segment			
Health Services	**$ 1,082**	$ 994	9%
Integrated Medical	**1,199**	1,170	2
International Markets	**282**	206	37
Group Disability and Other	**77**	84	(8)
Corporate, net eliminations	**(405)**	(490)	17
Consolidated pre-tax adjusted income from operations	**2,235**	1,964	14
Adjustment for transitioning clients	**—**	660	N/M
Income attributable to noncontrolling interests	**9**	5	80
Realized investment gains (losses)	**(98)**	38	N/M
Amortization of acquired intangible assets	**(498)**	(743)	33
Special items	**(251)**	(136)	(85)
Income before income taxes	**$ 1,397**	$ 1,788	(22)%

For further analysis and explanation of each segment's results, see the "Segment Reporting" section of this MD&A.

Consolidated Results of Operations (GAAP basis)

(Dollars in millions)	Three Months Ended March 31, 2020	2019	% Change
Pharmacy revenues	**$ 25,098**	$ 25,179	— %
Premiums	**10,840**	9,971	9
Fees and other revenues	**2,178**	2,450	(11)
Net investment income	**353**	346	2
Total revenues	**38,469**	37,946	1
Pharmacy and other service costs	**24,190**	24,050	1
Medical costs and other benefit expenses	**8,322**	7,620	9
Selling, general and administrative expenses	**3,398**	3,303	3
Amortization of acquired intangible assets	**498**	743	(33)
Total benefits and expenses	**36,408**	35,716	2
Income from operations	**2,061**	2,230	(8)
Interest expense and other	**(391)**	(452)	13
Debt extinguishment costs	**(185)**	—	N/M
Net realized investment gains (losses)	**(88)**	10	N/M
Income before income taxes	**1,397**	1,788	(22)
Total income taxes	**208**	416	(50)
Net income	**1,189**	1,372	(13)
Less: net income attributable to noncontrolling interests	**8**	4	100
Shareholders' net income	**$ 1,181**	$ 1,368	(14) %
Consolidated effective tax rate	**14.9 %**	23.3 %	(840) bps
Medical customers (in thousands)			
Integrated Medical	**15,552**	15,421	1 %
International Markets	**1,666**	1,572	6
Total	**17,218**	16,993	1 %

Reconciliation of Shareholders' Net Income (GAAP) to Adjusted Income from Operations

	$ in millions		Diluted Earnings Per Share	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2020	**2019**	**2020**	**2019**
Shareholders' net income	**$ 1,181**	$ 1,368	**$ 3.15**	$ 3.56
After-tax adjustments required to reconcile to adjusted income from operations				
Net realized investment (gains) losses	**77**	(38)	**0.21**	(0.10)
Amortization of acquired intangible assets	**309**	564	**0.82**	1.47
Adjustment for transitioning clients	**—**	(504)	**—**	(1.31)
Special items				
Debt extinguishment costs	**140**	—	**0.38**	—
Integration and transaction-related costs	**74**	108	**0.20**	0.28
Charge for organizational efficiency plan	**24**	—	**0.06**	—
Charges associated with litigation matters	**19**	—	**0.05**	—
Contractual adjustment for a former client	**(66)**	—	**(0.18)**	—
Total special items	**191**	108	**0.51**	0.28
Adjusted income from operations	**$ 1,758**	$ 1,498	**$ 4.69**	$ 3.90

Commentary: Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

Unless indicated otherwise, the commentary presented below, and in the segment discussions that follow, compare results for the three months ended March 31, 2020 with results for the three months ended March 31, 2019.

Earnings and Revenue

Shareholders' net income decreased, driven by the absence of 2019 earnings from transitioning clients, costs associated with the debt tender and optional redemption completed in March 2020 and realized investment losses, partially offset by higher adjusted income from operations, lower amortization of acquired intangibles and lower income taxes.

Adjusted income from operations increased, driven by higher earnings in the Health Services, Integrated Medical and International Markets segments. Please refer to the individual segment discussions below for further detail.

Medical customers increased primarily as a result of growth in the Select segment, partially offset by declines in the National Accounts segment.

Pharmacy revenues increased, driven by growth in adjusted pharmacy script volumes, including the insourcing of Integrated Medical pharmacy volumes. See the Health Services segment discussion for further detail.

Premiums increased, primarily resulting from customer growth and rate increases.

Other Components of Consolidated Results of Operations

- ***Pharmacy and other service costs***, see the Health Services segment discussion.
- ***Medical costs and other benefit expenses*** increased, primarily due to Integrated Medical segment customer growth in the insured business as well as medical cost inflation.
- ***Selling, general and administrative expenses*** increased, primarily due to the health insurance industry tax in 2020 that had been suspended in 2019.
- ***Amortization of acquired intangible assets*** in 2020 primarily reflects lower amortization of customer-related intangibles associated with the transitioning clients.
- ***The consolidated effective tax rate*** declined, primarily due to recognizing incremental federal and state tax benefits, partially offset by the return of the nondeductible health insurance industry tax.

Key Transactions and Business Developments

Merger with Express Scripts

As discussed in more detail in our 2019 Form 10-K, Cigna acquired Express Scripts on December 20, 2018 in a cash and stock transaction valued at $52.8 billion. We continue to incur costs related to this transaction, including costs to integrate the Cigna and Express Scripts operations. These costs are being reported in "integration and transaction-related costs" as a special item and excluded from adjusted income from operations because they are not indicative of future underlying performance of the business.

On January 30, 2019, Anthem exercised its early termination right and terminated its pharmacy benefit management services agreement with us, effective March 1, 2019. There was a twelve-month transition period that ended March 1, 2020. We excluded the results of Express Scripts' contract with Anthem (and also Coventry) from our non-GAAP reporting metrics for 2019 "adjusted revenues" and "adjusted income from operations" and refer to these clients as "transitioning clients." As of December 31, 2019, the transition was substantially complete; therefore, beginning in 2020, we no longer exclude results of transitioning clients from our reported adjusted revenues and adjusted income from operations.

Agreement to sell Group Disability and Life business

As discussed in Note 6 to the Consolidated Financial Statements, Cigna entered into a definitive agreement in December 2019 to sell the U.S. Group Disability and Life business to New York Life Insurance Company for $6.3 billion. The "Liquidity" section of this MD&A provides further discussion of the impact of this pending divestiture on our liquidity and capital resources.

Organizational Efficiency Plan

Consistent with our commitment to affordability for our customers and clients, during the fourth quarter of 2019 the Company committed to a plan to increase our organizational alignment and operational efficiency and reduce costs. As a result, we recognized a charge in selling, general and administrative expenses of $207 million, pre-tax ($162 million, after-tax) in the fourth quarter of 2019 and an additional charge of $31 million pre-tax ($24 million, after-tax) in the first quarter of 2020. We expect to realize annualized after-tax savings of approximately $200 million. A substantial portion of the savings is expected to be realized in 2020. See Note 15 to the Consolidated Financial Statements for discussion.

Industry Developments and Other Matters

Our 2019 Form 10-K provides a detailed description of The Patient Protection and Affordable Care Act ("ACA") provisions and other legislative initiatives that impact our health care and pharmacy services businesses, including regulations issued by the Centers for Medicare & Medicaid Services ("CMS") and the Departments of the Treasury and Health and Human Services. The health care and pharmacy services businesses continue to operate in a dynamic environment, and the laws and regulations applicable to these businesses, including the ACA, continue to be subject to legislative, regulatory and judicial challenges. The following table provides an update on the expected impact of these items and other matters:

Item	Description
COVID-19-related Regulatory Actions	In response to the COVID-19 public health emergency, U.S. federal and state governments have increasingly enacted new regulatory requirements, as well as provided additional flexibility to industry participants. These regulatory actions provide for, among other things, client and customer premium deferrals of varying lengths to avoid the cancellation or non-renewal of policies; mandating or requesting waiver of customer cost-share and other associated costs related to COVID-19 testing or treatment, as well as future vaccine immunizations; extending claims filing deadlines for providers, customers and facilities; mandating or encouraging waiver of customer cost-share related to telemedicine services, as well as requiring certain reimbursement levels for telemedicine providers to encourage its utilization; enacting coverage and reimbursement requirements at in-network levels for certain services received from out-of-network providers; revising or suspending the use of certain medical management procedures; and mandating prescription drug benefit administration requirements related to, among other things, formulary exceptions and restrictions, and prior authorization and prescription drug refill limits. We are diligently working with federal, state and local governments to deliver access to simple, affordable and predictable health care and continue to monitor developments.
Medicare Advantage ("MA")	**MA Rates:** Final MA reimbursement rates for 2021 were published by CMS in April 2020. We do not expect the new rates to have a material impact on our consolidated results of operations in 2021.
	Risk Adjustment: As discussed in the "Regulation" and "Risk Factors" sections of our 2019 Form 10-K, our MA business is subject to reviews, including risk adjustment data validation ("RADV") audits by CMS and the Office of the Inspector General ("OIG"). We expect that CMS, OIG and other federal agencies will continue to closely scrutinize components of the Medicare program. The "Regulation" section of the 2019 Form 10-K also discusses a proposed rule issued by CMS in 2018 for RADV audits of contract year 2011 and all subsequent years that included, among other things, extrapolation of the error rate related to RADV audit findings without applying the adjustment for underlying fee-for-service data errors as currently contemplated by CMS' RADV audit methodology. RADV audits for our contract years 2011 through 2015 are currently in process. CMS has announced its intent to use third-party auditors to audit all Medicare Advantage contracts by either a comprehensive or a targeted RADV review for each contract year. If the proposed rule is adopted in its current form, it could result in some combination of degraded plan benefits, higher monthly premiums and reduced choice for the population served by all MA insurers. The Company, along with other MA organizations and additional interested parties, submitted comments to CMS on the proposed rule as part of the notice-and-comment rulemaking process. The comment period concluded on August 28, 2019. If CMS adopts the rule as proposed, there could be a material impact on the Company's future results of operations, though we expect the rule would be subject to legal challenges. In addition, the Company is subject to OIG RADV audits that are in process. Certain CMS and OIG audit activities, including the CMS RADV audit for contract year 2015 and two OIG targeted reviews, have been suspended for an indeterminate amount of time as a result of the COVID-19 public health emergency. Also, as described in Note 19 to the Consolidated Financial Statements, the U.S. Department of Justice is currently conducting an industry-wide investigation of risk adjustment data submission practices and business processes, which in the case of certain other MA organizations has resulted in litigation.

Item	Description
Public Health Exchanges	**ACA Cost-Sharing Reduction Subsidies**: The ACA provides for cost-sharing reductions that offset the amount that qualifying customers pay for deductibles, copays and coinsurance. The federal government stopped funding insurers for the cost-sharing reduction subsidies in 2017. Certain insurers have sued the federal government for failure to pay cost-sharing reduction subsidies and the matter remains unresolved. To date, judges in six of those actions have ruled in favor of the insurers, all of which are presently under appeal. The Court of Appeals for the Federal Circuit heard oral argument in the first set of consolidated appeals on January 9, 2020. As described in Note 19 to the Consolidated Financial Statements, as a result of the Supreme Court decision in April 2020, we filed a lawsuit in May against the federal government seeking payment of these subsidies. Our premium rates for the 2019 and 2020 plan years reflected a lack of government funding for cost-sharing reduction subsidies.
Affordable Care Act	As described in the "Business - Regulation" section of our 2019 Form 10-K, a federal district court ruled that the "individual mandate" in the ACA is unconstitutional. On appeal, the Court of Appeals for the Fifth Circuit agreed that the "individual mandate" is unconstitutional but ordered the district court to reexamine whether the other provisions of the ACA can remain in effect, thereby leaving in doubt whether the entire ACA is unconstitutional until there is a final judicial determination on appeal. The California-led states and the U.S. House of Representatives filed petitions seeking to appeal the Fifth Circuit's ruling to the U.S. Supreme Court. On March 2, 2020, the Supreme Court agreed to hear the appeals and we expect the case will be argued during the next court term which runs from October 2020 through June 2021.

Risk Mitigation Programs – Individual ACA Business

In 2016, we recorded an allowance for the balance of our ACA risk corridors receivable based on court decisions and the large program deficit. On April 27, 2020, the U.S. Supreme Court ruled that insurers are entitled to the full amount due under the risk corridors program. The Supreme Court remanded the cases before it to the lower courts for further proceedings consistent with its opinion. The decision does not order an immediate issuance of payment and the timing of any payments is unclear. As of March 31, 2020, the Company has $120 million in uncollected risk corridors payments. As described in Note 19 to the Consolidated Financial Statements, we filed a lawsuit in May 2020 seeking payment of these funds.

Following each program year, risk adjustment balances are subject to audit adjustment by CMS through the RADV program. RADV audits commenced with the 2017 benefit year. CMS published the final RADV transfers for the 2017 benefit year in 2019 along with guidance that the settlement will not take place until 2021. The 2018 benefit year data validation error rates are expected to be released by CMS in May 2020. Based on the information currently available, we adjust our risk adjustment balance to reflect the expected outcome of the RADV program.

The following table presents our balances associated with the risk adjustment program and RADV audit adjustments as of March 31, 2020 and December 31, 2019.

	Net Receivable (Payable) Balance	
(In millions)	**March 31, 2020**	**December 31, 2019**
Risk Adjustment		
Receivables [1]	**$ 53**	$ 47
Payables [2]	**(234)**	(213)
Total risk adjustment balance	**$ (181)**	$ (166)

(1) Receivables, net of allowances, are reported in Accounts receivable,net in the Consolidated Balance Sheets.
(2) Payables are reported in Accrued expenses and other liabilities (current) in the Consolidated Balance Sheets.

Charges for the risk adjustment program, including any RADV adjustments, were $15 million pre-tax ($12 million after tax) for the three months ended March 31, 2020 compared with $40 million pre-tax ($30 million after tax) for the same period in 2019.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

We maintain liquidity at two levels: the subsidiary level and the parent company level.

Liquidity requirements at the subsidiary level generally consist of:

- medical costs, pharmacy and other benefit payments;
- expense requirements, primarily for employee compensation and benefits, information technology and facilities costs;
- income taxes; and
- debt service.

Our subsidiaries normally meet their liquidity requirements by:

- maintaining appropriate levels of cash, cash equivalents and short-term investments;
- using cash flows from operating activities;
- matching investment durations to those estimated for the related insurance and contractholder liabilities;
- selling investments; and
- borrowing from affiliates, subject to applicable regulatory limits.

Liquidity requirements at the parent company level generally consist of:

- debt service and dividend payments to shareholders;
- lending to subsidiaries as needed; and
- pension plan funding.

The parent company normally meets its liquidity requirements by:

- maintaining appropriate levels of cash and various types of marketable investments;
- collecting dividends from its subsidiaries;
- using proceeds from issuing debt and common stock; and
- borrowing from its subsidiaries, subject to applicable regulatory limits.

Dividends from our insurance, Health Maintenance Organization (“HMO”) and foreign subsidiaries are subject to regulatory restrictions. See Note 20 to the Consolidated Financial Statements in our 2019 Form 10-K for additional information regarding these restrictions. Most of Express Scripts' subsidiaries are not subject to regulatory restrictions regarding dividends and therefore provide significant financial flexibility to Cigna.

Cash flows for the three months ended March 31 were as follows:

	Three Months Ended March 31,	
(In millions)	**2020**	**2019**
Operating activities	**$ 1,887**	$ 3,192
Investing activities	**$ (269)**	$ 475
Financing activities	**$ (1,818)**	$ (2,534)

The following discussion explains variances in the various categories of cash flows for the three months ended March 31, 2020 compared with the same period in 2019.

Operating activities

Cash flows from operating activities consist principally of cash receipts and disbursements for pharmacy revenues and costs, premiums, fees, investment income, taxes, benefit costs and other expenses.

Cash flows from operating activities decreased, primarily driven by absence of 2019 cash receipts from transitioning clients and higher inventory purchases in the first quarter of 2020 partially offset by business growth in Health Services and Integrated Medical.

Investing and Financing activities

Cash used in investing activities increased, primarily due to lower net investment sales.

Cash used in finance activities decreased, primarily due to proceeds from issuance of new debt coupled with lower short-term debt repayments, partially offset by the debt tender and redemption payments.

We maintain a share repurchase program authorized by our Board of Directors. Under this program, we may repurchase shares from time to time, depending on market conditions and alternate uses of capital. The timing and actual number of shares repurchased will depend on a variety of factors including price, general business and market conditions and alternate uses of capital. The share repurchase program may be effected through open market purchases or privately negotiated transactions in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended, including through Rule 10b5-1 trading plans. The program may be suspended or discontinued at any time.

For the three months ended March 31, 2020, we repurchased 5.4 million shares for approximately $980 million. From April 1, 2020 through April 30, 2020 we repurchased 475,000 shares for approximately $79 million. Share repurchase authority was $2.9 billion as of April 30, 2020.

Capital Resources

Our capital resources (primarily cash flows from operating activities and proceeds from the issuance of debt and equity securities) provide protection for policyholders, furnish the financial strength to underwrite insurance risks and facilitate continued business growth.

In December 2019, Cigna entered into a definitive agreement to sell the U.S. Group Disability and Life business to New York Life Insurance Company for $6.3 billion. The sale is expected to close by the third quarter of 2020 subject to applicable regulatory approvals and other customary closing conditions. Cigna estimates to receive approximately $5.3 billion of net after-tax proceeds from this transaction and expects to use these proceeds for share repurchase and repayment of debt in 2020.

In 2018, Cigna entered into a five-year revolving credit agreement and term loan credit agreement in financing the Express Scripts acquisition. Cigna had immaterial letters of credit outstanding under the revolving credit agreement as of March 31, 2020. The term loan was repaid in full and the agreement was terminated in the fourth quarter of 2019. In the fourth quarter of 2019, Cigna entered into an additional 364-day revolving credit agreement that matures in October 2020.

On April 1, 2020, the Company borrowed an aggregate principal amount of $1.4 billion under a new 364-Day term loan credit agreement. The Company entered into this agreement to further enhance its liquidity position in light of disruption in the commercial paper market and used a portion of the proceeds to pay down amounts outstanding under its commercial paper facility. See Note 8 to the Consolidated Financial Statements for further information on our credit agreements.

At March 31, 2020, our debt-to-capitalization ratio was 44.7%, a decline from 45.2% at December 31, 2019. We have a near-term focus on accelerated debt repayment and expect to continue to deleverage into the upper 30%s by the end of 2020 using cash flows from operating activities and a portion of the proceeds from the sale of the Group Disability and Life business.

Management, guided by regulatory requirements and rating agency capital guidelines, determines the amount of capital resources that we maintain. Management allocates resources to new long-term business commitments when returns, considering the risks, look promising and when the resources available to support existing business are adequate.

We prioritize our use of capital resources to:

- provide the capital necessary to support growth and maintain or improve the financial strength ratings of subsidiaries and to fund pension obligations;
- consider acquisitions that are strategically and economically advantageous; and
- return capital to investors primarily through share repurchases.

Our capital management strategy to support the liquidity and regulatory capital requirements of our foreign operations and certain international growth initiatives is to retain overseas a significant portion of the earnings generated by our foreign operations. This strategy does not materially limit our ability to meet our liquidity and capital needs in the United States.

Liquidity and Capital Resources Outlook

We maintain sufficient liquidity to meet our cash needs through our cash and cash equivalents balances, cash flows from operations, commercial paper program, credit agreements, and the issuance of long-term debt. As of March 31, 2020, we had $4.25 billion of undrawn committed capacity under our revolving credit agreements, $2.5 billion of remaining capacity under our commercial paper program, and approximately $4.8 billion in cash and short-term investments, approximately $1.6 billion of which was held by the parent company or certain nonregulated subsidiaries. We actively monitor our debt obligations and engage in issuance or redemption activities as needed in

accordance with our capital management strategy. A description of our outstanding debt can be found in Note 8 to the Consolidated Financial Statements.

We currently expect the required contributions for 2020 and 2021 under the Pension Protection Act of 2006 to be immaterial. See Note 16 to the Consolidated Financial Statements for additional information regarding our pension plans.

Our cash projections may not be realized and the demand for funds could exceed available cash if our ongoing businesses experience unexpected shortfalls in earnings or we experience material adverse effects from one or more risks or uncertainties described more fully in the Risk Factors section of our 2019 Form 10-K and Part II, Item 1A of this Form 10-Q. Though we believe we have adequate sources of liquidity, significant disruption or volatility in the capital and credit markets could affect our ability to access those markets for additional borrowings or increase costs. In addition to the sources of liquidity discussed above, the parent company can borrow an additional $680 million from its insurance subsidiaries without further state approval.

Guarantees and Contractual Obligations

We are contingently liable for various contractual obligations entered into in the ordinary course of business. See Note 19 to the Consolidated Financial Statements for discussion of various guarantees.

We have updated long-term debt obligations as of March 31, 2020 previously provided in our 2019 Form 10-K. There have been no material changes to the other information presented in our table of guarantees and contractual obligations as set forth in our 2019 Form 10-K.

(In millions, on an undiscounted basis)	Total	Less than 1 year (1)	1-3 years	4-5 years	After 5 years
On-Balance Sheet					
Long-term debt[1]	**52,971**	**4,896**	**6,573**	**7,110**	**34,392**

(1) Amounts reflect cash obligations for the remainder of 2020 and include scheduled interest payments and current maturities of long-term debt. Finance leases are included in long-term debt and primarily represent obligations for information technology network storage, servers and equipment. See Note 17 to the Consolidated Financial Statements for information regarding finance leases. Amounts do not include payments for the $1.4B term loan entered into on April 1, 2020. See Note 8 to the Consolidated Financial Statements for information regarding our long-term debt.

CRITICAL ACCOUNTING ESTIMATES

The preparation of Consolidated Financial Statements in accordance with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures in the Consolidated Financial Statements. Management considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been selected could have a material effect on our consolidated results of operations or financial condition.

Management has discussed how critical accounting estimates are developed and selected with the Audit Committee of our Board of Directors and the Audit Committee has reviewed the disclosures presented in our 2019 Form 10-K. We regularly evaluate items that may impact critical accounting estimates. Our most critical accounting estimates, as

well as the effect of hypothetical changes in material assumptions used to develop each estimate, are described in the 2019 Form 10-K. As of March 31, 2020, other than as follows, there were no significant changes to the critical accounting estimates from what was reported in our 2019 Form 10-K.

Balance Sheet Caption / Nature of Critical Accounting Estimate	Effect if Different Assumptions Used
Assessment of unrealized losses on debt securities	
Certain debt securities with a fair value below amortized cost are carried at fair value with changes in fair value recorded in Accumulated other comprehensive income. For these investments, we have determined that the decline in fair value below its amortized cost is not due to credit concerns. To make this determination, we evaluate the expected recovery in value and our intent to sell or the likelihood of a required sale of the debt security prior to an expected recovery. In making this evaluation, we consider a number of general and specific factors including the regulatory, economic and market environments, severity of the decline, and the financial health and specific near term prospects of the issuer.	If we subsequently determine that the excess of amortized cost over fair value is due to credit loss for any or all of these debt securities, the amount recorded in Accumulated other comprehensive income would be reclassified to shareholders' net income as credit loss expense.
The after-tax amounts as of March 31 in Accumulated other comprehensive income for debt securities in an unrealized loss position were as follows (in millions): **March 31, 2020 – ($350)**	
See Note 11 to the Consolidated Financial Statements for additional discussion of our review of declines in fair value, including information regarding our accounting policies for debt securities, which were updated to reflect our adoption of ASU 2016-13 as of January 1, 2020.	

SEGMENT REPORTING

The following section of this MD&A discusses the results of each of our segments. See Note 1 to the Consolidated Financial Statements for a description of our segments.

In segment discussions, we present adjusted revenues and "pre-tax adjusted income from operations," defined as income before taxes excluding realized investment gains (losses), amortization of acquired intangible assets, special items and, for periods prior to 2020, results of transitioning clients. Ratios presented in this segment discussion exclude the same items as pre-tax adjusted income from operations. See Note 20 to the Consolidated Financial Statements for additional discussion of these metrics and a reconciliation of income before income taxes to pre-tax adjusted income from operations, as well as a reconciliation of total revenues to adjusted revenues. Note 20 to the Consolidated Financial Statements also explains that segment revenues include both external revenues and sales between segments that are eliminated in Corporate.

In these segment discussions, we also present "pre-tax adjusted margin," defined as pre-tax adjusted income from operations divided by adjusted revenues.

Health Services Segment

The Health Services segment includes pharmacy benefit management, specialty pharmacy services, clinical solutions, home delivery and health management services. As described in the introduction to Segment Reporting, performance of the Health Services segment is measured using pre-tax adjusted income from operations.

The key factors that impact Health Services revenues and costs of revenues are volume, mix of claims and price. These key factors are discussed further below. See Note 2 to the Consolidated Financial Statements included in our 2019 Form 10-K for additional information on revenue and cost recognition policies for this segment.

- As our clients' claim volumes increase or decrease, our resulting revenues and cost of revenues correspondingly increase or decrease. Our gross profit could also increase or decrease as a result of changes in purchasing discounts.

- The mix of claims generally considers the type of drug and distribution method used for dispensing and fulfilling. As our mix of drugs changes, our resulting pharmacy revenues and cost of revenues correspondingly may increase or decrease. The primary driver of fluctuations within our mix of claims is the generic fill rate. Generally, higher generic fill rates reduce revenues, as generic drugs are typically priced lower than the branded drugs they replace. However, as ingredient cost paid to pharmacies on generic drugs is incrementally lower than the price charged to our clients, higher generic fill rates generally have a favorable impact on our gross profit. The home delivery generic fill rate is currently lower than the network generic fill rate as fewer generic substitutions are available among maintenance medications (such as therapies for chronic conditions) commonly dispensed from home delivery pharmacies as compared to acute medications that are primarily dispensed by pharmacies in our retail networks.

- Our client contract pricing is impacted by our ongoing ability to negotiate supply chain contracts for pharmacy network, pharmaceutical and wholesaler purchasing, and manufacturer rebates. As we seek to improve the effectiveness of our integrated solutions for the benefit of our clients, we are continuously innovating and optimizing the supply chain. Our gross profit could also increase or decrease as a result of supply chain initiatives implemented. Inflation also impacts our pricing because most of our contracts provide that we bill clients and pay pharmacies based on a generally recognized price index for pharmaceuticals. Therefore, the rate of inflation for prescription drugs and our efforts to manage this inflation for our clients can affect our revenues and cost of revenues.

In this MD&A, we present revenues and gross profit, as well as adjusted revenues and adjusted gross profit, consistent with our segment reporting metrics, which exclude special items and, for periods prior to 2020, contributions from transitioning clients. As of December 31, 2019, the transition of these clients was substantially complete; therefore, beginning in 2020, we no longer exclude results of transitioning clients from our adjusted revenues, pre-tax adjusted income from operations, and pre-tax adjusted margin. See the "Key Transactions and Business Developments" section of our 2019 Form 10-K MD&A for further discussion of transitioning clients and why we present this information.

Results of Operations

Financial Summary *(In millions)*	Three Months Ended March 31, 2020	2019	Change Favorable (Unfavorable)	
Total revenues	**$ 27,255**	$ 26,949	1	%
Less: transitioning clients	**—**	(4,489)	N/M	
Less: contractual adjustment for a former client	**$ (87)**	$ —	N/M	
Adjusted revenues[1]	**$ 27,168**	$ 22,460	21	%
Gross profit	**$ 1,701**	$ 2,114	(20)	%
Adjusted gross profit[1]	**$ 1,614**	$ 1,396	16	%
Pre-tax adjusted income from operations	**$ 1,082**	$ 994	9	%
Pre-tax adjusted margin	**4.0 %**	4.4 %	(40)	bps

(Dollars and adjusted scripts in millions)	Three Months Ended March 31, 2020	2019	Change Favorable (Unfavorable)	
Selected Financial Information[1]				
Pharmacy revenue by distribution channel				
Adjusted network revenues	**$ 12,791**	$ 9,268	38	%
Adjusted home delivery and specialty revenues	**12,005**	11,041	9	%
Other revenues	**1,242**	1,122	11	%
Total adjusted pharmacy revenues	**$ 26,038**	$ 21,431	21	%
Pharmacy script volume				
Adjusted network scripts[2]	**288**	222	30	%
Adjusted home delivery and specialty scripts[2]	**72**	70	3	%
Total adjusted scripts[2]	**360**	292	23	%
Generic fill rate				
Network	**88.2 %**	87.8 %	40	bps
Home delivery	**84.8 %**	84.4 %	40	bps
Overall generic fill rate	**87.9 %**	87.4 %	50	bps

(1) Amounts exclude special items and, for periods prior to 2020, contributions from transitioning clients.

(2) Non-specialty network scripts filled through 90-day programs and home delivery scripts are multiplied by three. All other network and specialty scripts are counted as one script.

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

In the third quarter of 2019, Integrated Medical's Commercial customers transitioned to Express Scripts' retail pharmacy network. In the first quarter of 2020, Integrated Medical's Government customers transitioned to Express Scripts' retail pharmacy network.

Adjusted network revenues. The increase reflected the transition of Integrated Medical's customers; higher prices, primarily due to increased inflation on branded drugs; and higher claims volume. This increase was partially offset by claims mix, due to the increase in the generic fill rate.

Adjusted home delivery and specialty revenues. The increase reflected higher prices, primarily due to an increase in inflation on branded drugs; higher claims volume, primarily due to higher home delivery and specialty claims volume; and claims mix, primarily due to an increase in specialty pharmacy care partially offset by an increase in the generic fill rate.

Adjusted gross profit. The increase reflected customer growth, higher adjusted pharmacy scripts volumes, specialty pharmacy care and benefits from the effective management of supply chain.

Pre-tax adjusted income from operations. The increase reflected customer growth, higher adjusted pharmacy scripts volumes, specialty pharmacy care and benefits from the effective management of supply chain, partially offset by an increase in operating expenses.

Integrated Medical Segment

Integrated Medical consists of a Commercial operating segment that includes our employer-sponsored medical coverage and a Government operating segment that includes Medicare offerings for seniors and individual insurance offerings both on and off the public health insurance exchanges. As described in the introduction to Segment Reporting, performance of the Integrated Medical segment is measured using pre-tax adjusted income from operations. Key factors affecting profitability for this segment include:

- customer growth;
- revenues from integrated specialty products, including pharmacy services sold to clients and customers across all funding solutions;
- percentage of Medicare Advantage customers in plans eligible for quality bonus payments;
- benefit expenses as a percentage of premiums (medical care ratio or "MCR") for our insured commercial and government businesses; and
- selling, general and administrative expense as a percentage of adjusted revenues (expense ratio).

Results of Operations

Financial Summary	**Three Months Ended March 31,**		**Change Favorable (Unfavorable)**	
(In millions)	**2020**	**2019**		
Adjusted revenues	**$ 9,860**	$ 9,195	7	%
Pre-tax adjusted income from operations	**$ 1,199**	$ 1,170	2	%
Pre-tax adjusted margin	**12.2 %**	12.7 %	(50)	bps
Medical care ratio	**78.3 %**	78.9 %	60	bps
Expense ratio	**21.8 %**	22.2 %	40	bps

	As of March 31,		
(In thousands)	**2020**	**2019**	**% Change**
Integrated Medical Customers			
Commercial	**2,133**	1,991	7 %
Government	**1,412**	1,405	— %
Insured	**3,545**	3,396	4 %
Service	**12,007**	12,025	— %
Total	**15,552**	15,421	1 %

(In millions)	**As of March 31, 2020**	**As of December 31, 2019**	**% Change**
Unpaid claims and claim expenses – Integrated Medical	**$ 3,000**	$ 2,892	4 %

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

Adjusted revenues. The increase for the three months ended March 31, 2020 compared with the same period in 2019 reflects customer growth in our Commercial Risk and Medicare Advantage businesses, as well as higher premium rates due to underlying medical cost trend and the resumption of the health insurance industry tax.

Pre-tax adjusted income from operations. The increase for the three months ended March 31, 2020 compared with the same period in 2019 reflects increased contribution from our Commercial Risk business and specialty products, partially offset by lower margins in our Individual and Medicare businesses.

Medical care ratio. The medical care ratio decreased for the three months ended March 31, 2020 compared with the same period in 2019, primarily reflecting the return of the health insurance industry tax and reduced utilization late in the quarter, partially offset by the impact of an additional calendar day in the first quarter of 2020 as compared to 2019.

Expense ratio. The expense ratio decreased for the three months ended March 31, 2020 compared with the same period in 2019, reflecting higher risk revenues due to customer growth and the resumption of the health insurance industry tax.

Other Items Affecting Integrated Medical Results

Unpaid Claims and Claim Expenses

Our unpaid claims and claim expenses liability was higher as of March 31, 2020 compared with December 31, 2019, primarily due to seasonality in our stop loss products.

Medical Customers

Our medical customer base was higher at March 31, 2020 compared with the same period in 2019, primarily reflecting growth in our Select and Middle Market segments partially offset by a lower customer base in our National Accounts.

A medical customer is defined as a person meeting any one of the following criteria:

- is covered under a medical insurance policy, managed care arrangement or service agreement issued by us;
- has access to our provider network for covered services under their medical plan; or
- has medical claims that are administered by us.

International Markets Segment

As described in the introduction to Segment Reporting, performance of the International Markets segment is measured using pre-tax adjusted income from operations. Key factors affecting pre-tax adjusted income from operations for this segment are:

- premium growth, including new business and customer retention;
- benefit expenses as a percentage of premiums (loss ratio);
- selling, general and administrative expense and acquisition expense as a percentage of revenues (expense ratio and acquisition cost ratio); and
- the impact of foreign currency movements.

Results of Operations

Financial Summary	**Three Months Ended March 31,**		**Change Favorable (Unfavorable)**	
(In millions)	**2020**	**2019**		
Adjusted revenues	**$ 1,470**	$ 1,394	5	%
Pre-tax adjusted income from operations	**$ 282**	$ 206	37	%
Pre-tax adjusted margin	**19.2 %**	14.8 %	440	bps
Loss ratio	**57.8 %**	57.2 %	(60)	bps
Acquisition cost ratio	**9.1 %**	12.3 %	320	bps
Expense ratio (excluding acquisition costs)	**17.4 %**	19.1 %	170	bps

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

Adjusted revenues increased mainly due to business growth in Asia and Europe, partially offset by unfavorable foreign currency movements.

Pre-tax adjusted income from operations increased due to lower acquisition and expense ratios and business growth primarily in Asia, partially offset by higher benefit expenses and unfavorable foreign currency movements.

The segment's ***loss ratio*** was less favorable due to higher claims in Asia.

The ***acquisition cost ratio*** decreased reflecting an update to our commission deferral process, partially offset by higher amortization in Asia.

The decrease in the ***expense ratio*** (excluding acquisition costs) was driven by lower spend across markets.

Other Items Affecting International Markets Results

South Korea is the single largest geographic market for our International Markets segment. For the three months ended March 31, 2020, South Korea generated 37% of the segment's adjusted revenues and 63% of the segment's pre-tax adjusted income from operations.

Group Disability and Other

As described in the introduction of Segment Reporting, performance of Group Disability and Other is measured using pre-tax adjusted income from operations. Key factors affecting pre-tax adjusted income from operations are:

- premium growth, including new business and customer retention;
- net investment income;
- benefit expenses as a percentage of premiums (loss ratio); and
- selling, general and administrative expense as a percentage of revenues excluding net investment income (expense ratio).

Results of Operations

Financial Summary	**Three Months Ended March 31,**		**Change Favorable (Unfavorable)**	
(In millions)	**2020**	**2019**		
Adjusted revenues	**$ 1,339**	$ 1,296	3	%
Pre-tax adjusted income from operations	**$ 77**	$ 84	(8)	%
Pre-tax adjusted margin	**5.8 %**	6.5 %	(70)	bps

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

Adjusted revenues increased due to growth in disability, life and voluntary products, partially offset by lower investment income.

Pre-tax adjusted income from operations and margin decreased due to unfavorable disability claims experience and lower interest rates partially offset by favorable results in our voluntary products.

Corporate

Corporate reflects amounts not allocated to operating segments, including net interest expense (defined as interest on corporate debt less net investment income on investments not supporting segment and other operations), certain litigation matters, expense associated with our frozen pension plans, charitable contributions, severance, certain overhead and project costs and intersegment eliminations for products and services sold between segments.

Financial Summary	**Three Months Ended March 31,**		**Change Favorable (Unfavorable)**	
(In millions)	**2020**	**2019**		
Pre-tax adjusted loss from operations	**$ (405)**	$ (490)	17	%

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

Pre-tax adjusted loss from operations was lower, primarily reflecting lower interest expense.

INVESTMENT ASSETS

The following table presents our investment asset portfolio excluding separate account assets as of March 31, 2020 and December 31, 2019. Additional information regarding our investment assets is included in Notes 11, 12, 13 and 14 to the Consolidated Financial Statements.

(In millions)	**March 31, 2020**	**December 31, 2019**
Debt securities	**$ 22,573**	$ 23,755
Equity securities	**347**	303
Commercial mortgage loans	**1,935**	1,947
Policy loans	**1,344**	1,357
Other long-term investments	**2,735**	2,403
Short-term investments	**306**	423
Total	**$ 29,240**	$ 30,188
Investments classified as assets of business held for sale [(1)]	**$ (7,659)**	$ (7,709)
Investments per Consolidated Balance Sheets	**$ 21,581**	$ 22,479

[(1)] The table above includes $7.7 billion as of March 31, 2020 and December 31, 2019 of investments associated with the U.S. Group Disability and Life business that are held for sale to New York Life. Under the terms of the definitive agreement, some of the assets currently associated with the Group Disability and Life business can be substituted for other assets. The assets that will transfer to New York Life will be primarily debt securities and, to a lesser extent, commercial mortgage loans and short-term investments.

Debt Securities

Investments in debt securities include publicly-traded and privately-placed bonds, mortgage and other asset-backed securities and preferred stocks redeemable by the investor. These investments are classified as available for sale and are carried at fair value on our balance sheet. Additional information regarding valuation methodologies, key inputs and controls is included in Note 12 to the Consolidated Financial Statements. More detailed information about debt securities by type of issuer and maturity dates is included in Note 11 to the Consolidated Financial Statements.

The following table reflects our portfolio of debt securities by type of issuer as of March 31, 2020 and December 31, 2019.

(In millions)		**March 31, 2020**		**December 31, 2019**
Federal government and agency	**$**	**627**	$	733
State and local government		**777**		810
Foreign government		**2,178**		2,256
Corporate		**18,503**		19,420
Mortgage and other asset-backed		**488**		536
Total	**$**	**22,573**	$	23,755

Our debt securities portfolio decreased during the three months of 2020 reflecting a decrease in valuations due to increases in yields, net sales and maturities and decreases in foreign exchange rates. The increase in yields are a result of spread widening at the end of March due to growing concerns related to COVID-19 and its related economic impacts. As of March 31, 2020, $20.3 billion, or 90% of the debt securities in our investment portfolio were investment grade (Baa and above, or equivalent) and the remaining $2.2 billion were below investment grade. The majority of the bonds that are below investment grade are rated at the higher end of the non-investment grade spectrum. These quality characteristics have not materially changed from the prior year and are consistent with our investment strategy. Investments in debt securities are diversified by issuer, geography and industry as appropriate.

Foreign government obligations are concentrated in Asia, primarily South Korea, consistent with our risk management practice and local regulatory requirements of our international business operations. Corporate debt securities include private placement assets of $7.2 billion. These investments are generally less marketable than publicly-traded bonds; however yields on these investments tend to be higher than yields on publicly-traded bonds with comparable credit risk. We perform a credit analysis of each issuer and require financial and other covenants that allow us to monitor issuers for deteriorating financial strength and pursue remedial actions, if warranted.

In addition to amounts classified as debt securities in our Consolidated Balance Sheets, we participate in an insurance joint venture in China with a 50% ownership interest. This entity had an investment portfolio of approximately $8.5 billion supporting its business that is primarily invested in Chinese corporate and government debt securities. We account for this joint venture on the equity method of accounting and report it in Other assets. There were no investments with a material unrealized loss as of March 31, 2020.

Commercial Mortgage Loans

Our commercial mortgage loans are fixed rate loans, diversified by property type, location and borrower. Loans are secured by high quality commercial properties and are generally made at less than 65% of the property's value at origination of the loan. Property value, debt service coverage, quality, building tenancy and stability of cash flows are all important financial underwriting considerations. We hold no direct residential mortgage loans and do not originate or service securitized mortgage loans.

Commercial real estate capital markets were very active for well-leased, quality commercial real estate located in strong institutional investment markets through much of the first quarter. The vast majority of properties securing the mortgages in our mortgage loan portfolio possess these characteristics. Real estate market activity has been negatively impacted by COVID-19 with concentrated weakness in hotels and regional malls, however our mortgage loan portfolio is well-diversified by property type and geography with no material exposure to hotels. The Company has no commercial mortgage loan exposure to regional malls.

As of March 31, 2020, the $1.9 billion commercial mortgage loan portfolio consisted of approximately 65 loans that are in good standing. Given the quality and diversity of the underlying real estate, positive debt service coverage and significant borrower cash investment generally ranging between 30 and 40%, we remain confident that the vast majority of borrowers will continue to perform as expected under their contract terms.

Other Long-term Investments

Other long-term investments of $2.7 billion as of March 31, 2020 included investments in securities limited partnerships and real estate limited partnerships, as well as direct investments in real estate joint ventures. These entities typically invest in mezzanine debt or equity of privately-held companies (securities partnerships) and equity real estate. Given our subordinate position in the capital structure of these underlying entities, we assume a higher level of risk for higher expected returns. To mitigate risk, these investments are diversified across approximately 175 separate partnerships and approximately 90 general partners who manage one or more of these partnerships. Also, the underlying investments are diversified by industry sector or property type and geographic region. No single partnership investment exceeded 4% of our securities and real estate partnership portfolio.

The increase in other long-term investments is largely driven by net new funding to limited partnerships and real estate joint ventures, as well as increases in value of the investments held by these entities. Income from these investments is generally reported on a one quarter lag due to the timing of when financial information is received from the general partner or manager of the investments. As a result of the economic impacts of COVID-19, we expect to recognize declines in values during 2020. The magnitude of the declines could be significant, depending in part on the length and extent of the economic shutdown, the speed of the recovery, and the overall economic impacts.

Problem and Potential Problem Investments

“Problem” bonds and commercial mortgage loans are either delinquent by 60 days or more or have been restructured as to terms, including concessions by us for modification of interest rate, principal payment or maturity date. “Potential problem” bonds and commercial mortgage loans are considered current (no payment is more than 59 days past due), but management believes they have certain characteristics that increase the likelihood that they may become problems.

The amount of problem or potential problem investments as of March 31, 2020 and December 31, 2019 was not material.

Investment Outlook

Public equity markets achieved new highs during the first quarter, reflecting the continued strength of the U.S. economy. However, concerns related to COVID-19 and its related economic impacts have driven significant declines and elevated volatility in U.S. public equity markets since mid-February. Fixed income markets have been impacted as well, with a significant decline in Treasury rates more than offset by an increase in credit spreads as a result of investor uncertainty related to the severity and duration of the recession that has since unfolded. We continue to actively monitor the economic impact of the pandemic, as well as fiscal and monetary responses, and their potential impact on the portfolio. We expect continued market volatility and portfolio impacts, particularly in certain sectors such as retail, hospitality and energy, as well as other areas most severely impacted by COVID-19 and the related shutdowns. Future realized and unrealized investment results will be driven largely by market conditions that exist when a transaction occurs or at the reporting date. These future conditions are not reasonably predictable; however, we believe that the vast majority of our investments will continue to perform under their contractual terms. Based on our strategy to match the duration of invested assets to the duration of insurance and contractholder liabilities, we expect to hold a significant portion of these assets for the long term. Although future

impairment losses resulting from interest rate movements and credit deterioration due to both investment-specific and the global economic uncertainties discussed above remain possible, we do not expect these losses to have a material adverse effect on our financial condition or liquidity.

MARKET RISK

Financial Instruments

Our assets and liabilities include certain financial instruments subject to the risk of potential losses from adverse changes in market rates and prices. Our primary market risk exposures are interest rate risk and foreign currency exchange rate risk. We encourage you to read this in conjunction with "Market Risk – Financial Instruments" included in the MD&A section of our 2019 Form 10-K. Given the transactions in our long term-debt further described in Note 8 to the Consolidated Financial Statements, in the event of a 100 basis point increase in interest rates, the fair value of the Company's long-term debt would decrease approximately $2.7 billion at March 31, 2020, compared to approximately $2.5 billion at December 31, 2019. Other than this, there were no material changes in our risk exposures from those reported in our 2019 Form 10-K.

Item 3. ***QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK***

Information responsive to this item is contained under the caption "Market Risk" in Item 2 above, Management's Discussion and Analysis of Financial Condition and Results of Operations, and is incorporated herein by reference.

Item 4. ***CONTROLS AND PROCEDURES***

Based on an evaluation of the effectiveness of Cigna's disclosure controls and procedures conducted under the supervision and with the participation of Cigna's management (including Cigna's Chief Executive Officer and Chief Financial Officer), Cigna's Chief Executive officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, Cigna's disclosure controls and procedures are effective to ensure that information required to be disclosed by Cigna in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to Cigna's management, including Cigna's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

During the period covered by this report, there have been no changes in Cigna's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, Cigna's internal control over financial reporting.

Part II. ***OTHER INFORMATION***

Item 1. ***LEGAL PROCEEDINGS***

The information contained under "Litigation Matters" and "Regulatory Matters" in Note 19 to the Consolidated Financial Statements is incorporated herein by reference.

Item 1A. ***RISK FACTORS***

For information regarding factors that could affect the Company's results of operations, financial condition and liquidity, see the risk factors discussed in Part I, Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2019.

In light of developments relating to the coronavirus (COVID-19) pandemic occurring subsequent to the filing of our 2019 Form 10-K, the Company is supplementing the risk factors discussed in our 2019 Form 10-K with the following risk factor, which should be read in conjunction with the risk factors contained in our 2019 Form 10-K.

The scale and scope of the recent coronavirus (COVID-19) outbreak and resulting pandemic is unknown and is expected to adversely impact our business at least for the near term. The overall impact on our business, operating results, cash flows or financial condition could be material.

In December 2019, a novel coronavirus disease was reported and in January 2020, the World Health Organization (“WHO”) declared COVID-19 a Public Health Emergency of International Concern. On February 28, 2020, the WHO raised its assessment of the COVID-19 threat from high to very high at a global level due to the continued increase in the number of cases and affected countries, and on March 11, 2020, the WHO characterized COVID-19 as a pandemic. The COVID-19 pandemic has adversely affected global economies, financial markets and the overall environment for our business, and the extent to which it may impact our future results of operations and overall financial performance remains uncertain.

The scale and scope of the COVID-19 pandemic may heighten the potential adverse effects on our business, operating results, cash flows or financial condition described in the risk factors contained in our Annual Report on Form 10-K for the year ended December 31, 2019, including, but not limited to, the likelihood of and impact from:

- unfavorable economic conditions on our clients and customers (both employers and individuals), health care providers, pharmaceutical manufacturers, pharmacy providers and third-party vendors, as well as federal and state entities and programs;
- changes in medical claims submission and processing patterns or procedures; changes in customer base and product mix; changes in utilization of prescription drugs, medical or other covered items or services; changes in medical cost trends; changes in our health management practices; and the introduction of new benefits and products causing actual claims to exceed our estimates such that ultimate losses exceed existing reserves;
- significant disruptions in service within our operations or among our key suppliers or other third parties;
- compliance with substantial government regulation, including new laws or regulations or changes in existing laws or regulations, such as recent treatment mandates and premium deferrals, which laws or regulations may vary significantly by jurisdiction;
- significant shifts in the structure of the industry which could alter dynamics and, if we fail to adapt, negatively impact our business;
- risks inherent in foreign operations, including political, legal, operational, regulatory, economic and other risks;
- economic and market conditions affecting the value of our financial instruments and the value of particular assets and liabilities;
- fluctuations in equity market prices, interest rates and credit spreads limiting our ability to raise or deploy capital and affecting our overall liquidity; and

- cyberattacks or other privacy or data security incidents, including as a result of the transition of substantially all of our workforce to a remote work environment.

In addition, the COVID-19 pandemic has and may continue to adversely impact our business and financial condition in other areas, including:

- decreased worker productivity and operational and sales disruptions, including as a result of remote working arrangements, increased medical, emergency or other leave, quarantines, government actions or restrictions, or deployment of on-staff health care providers to assist in COVID-19 relief efforts;

- increased costs or reductions in revenue, including as a result of waiving cost-sharing for our customers for COVID-19 virtual care, testing and treatment, premium deferrals, new or different regulatory requirements, extended payment terms or other relief for heavily-impacted clients and customers, expansion of benefits to our employees, changes in utilization and mix of products and services, and a higher level of incidence and duration of disability claims; and

- prioritization of matters relating to COVID-19 resulting in delays in responsiveness by regulatory agencies and other third parties in matters arising in the ordinary course of business.

Additionally, if we do not respond appropriately to the pandemic, or if our clients or customers do not perceive our response to be adequate, we could suffer damage to our reputation, which could adversely affect our business.

We believe COVID-19's adverse impact on our business, operating results, cash flows or financial condition will be driven primarily by the severity and duration of the pandemic, the pandemic's impact on our employees, clients, customers, suppliers and partners, as well as the U.S. and global economies, and the actions taken by governmental authorities and other third parties in response to the pandemic. Those primary drivers are largely beyond our knowledge and control, and may be more adverse than our current expectations. Given these uncertainties, we cannot estimate the full impact COVID-19 will have on our business, operating results, cash flows or financial condition, but the adverse impact could be material.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

The following table provides information about Cigna's share repurchase activity for the quarter ended March 31, 2020:

Period	Total # of shares purchased [1]	Average price paid per share	Total # of shares purchased as part of publicly announced program [2]	Approximate dollar value of shares that may yet be purchased as part of publicly announced program [3]
January 1-31, 2020	**1,036,896**	**$ 205.97**	**1,034,494**	**$ 3,748,759,781**
February 1-29, 2020	**1,654,944**	**$ 199.15**	**1,248,952**	**$ 3,493,249,690**
March 1-31, 2020	**3,121,442**	**$ 164.78**	**3,099,937**	**$ 2,982,897,862**
Total	**5,813,282**	**$ 181.91**	**5,383,383**	**N/A**

(1) Represents shares tendered by employees under the Company's equity compensation plans as follows: 1) payment of taxes on vesting of restricted stock (grants and units) and strategic performance shares and 2) payment of the exercise price and taxes for certain stock options exercised. Employees tendered 2,402 shares in January, 405,992 shares in February and 21,505 shares in March 2020.

(2) Additionally, the Company maintains a share repurchase program authorized by the Board of Directors. Under this program, the Company may repurchase shares from time to time, depending on market conditions and alternate uses of capital. The timing and actual number of shares repurchased will depend on a variety of factors, including price, general business and market conditions and alternate uses of capital. The share repurchase program may be effected through Rule 10b5-1 plans, open market purchases or privately negotiated transactions, each in compliance with Rule 10b-18 under the Exchange Act. The program may be suspended or discontinued at any time. From April 1, 2020 through April 30, 2020, the Company repurchased 475,000 shares for approximately $79 million, leaving repurchase authority at $2.9 billion as of April 30, 2020.

(3) Approximate dollar value of shares is as of the last date of the applicable month.

ITEM 6. EXHIBITS

INDEX TO EXHIBITS

Number	Description	Method of Filing
4.1	Fourth Supplemental Indenture, dated as of March 16, 2020, between Cigna Corporation and U.S. Bank National Association, as Trustee	Filed by the registrant as Exhibit 4.1 to the Current Report on Form 8-K on March 16, 2020 and incorporated herein by reference.
10.1*	Form of Cigna Long-Term Incentive Plan: Strategic Performance Share Grant Agreement	Filed herewith.
10.2*	Form of Cigna Long-Term Incentive Plan: Nonqualified Stock Option Grant Agreement	Filed herewith.
10.3*	Form of Cigna Long-Term Incentive Plan: Restricted Stock Grant Agreement	Filed herewith.
10.4*	Form of Cigna Long-Term Incentive Plan: Restricted Stock Unit Grant Agreement	Filed herewith.
10.5*	Form of Cigna Long-Term Incentive Plan: Covenant Agreement	Filed herewith.
10.6*	Agreement and Release between the Company and Lisa Bacus dated June 10, 2019	Filed herewith.
31.1	Certification of Chief Executive Officer of Cigna Corporation pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934	Filed herewith.
31.2	Certification of Chief Financial Officer of Cigna Corporation pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934	Filed herewith.
32.1	Certification of Chief Executive Officer of Cigna Corporation pursuant to Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. Section 1350	Furnished herewith.
32.2	Certification of Chief Financial Officer of Cigna Corporation pursuant to Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. Section 1350	Furnished herewith.
101	Financial statements from the quarterly report on Form 10-Q of Cigna Corporation for the quarter ended March 31, 2020 formatted in inline XBRL (eXtensible Business Reporting Language): (i) the Consolidated Statements of Income; (ii) the Consolidated Statements of Comprehensive Income; (iii) the Consolidated Balance Sheets; (iv) the Consolidated Statements of Total Equity; (v) the Consolidated Statements of Cash Flow; and (vi) the Notes to the Consolidated Financial Statements	Filed herewith.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	Filed herewith.

* *Management contracts and compensatory plans or arrangements.*

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 7, 2020

CIGNA CORPORATION

By: /s/ Eric P. Palmer
Eric P. Palmer
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer and Authorized Signatory)

Cigna Corporation

Cigna Long-Term Incentive Plan: Strategic Performance Share Grant Agreement

Cigna Corporation ("Cigna") has granted you the number of strategic performance shares set forth below in this Strategic Performance Share Grant Agreement ("Strategic Performance Share Grant" or "Grant") under the Cigna Long-Term Incentive Plan ("Plan"). The date of your Strategic Performance Share Grant ("Grant Date") is also indicated below. The award is subject to the provisions of the Plan and the Terms and Conditions below.
The award of Shares pursuant to this Strategic Performance Share Grant is **expressly conditioned** on your acceptance of the terms and conditions of this Grant and of the attached Confidentiality, Non-Competition and Non-Solicitation Agreement (or with respect to Cigna company employment in California, the attached Confidentiality and Non-Solicitation Agreement) (as applicable, the "Covenant Agreement"). You should carefully read all the terms and conditions of this Strategic Performance Share Grant and the attached Covenant Agreement and be sure you understand what they say and what your responsibilities and obligations are **before you click on the ACCEPT button** to acknowledge and agree to this Grant.

If you are not willing to agree to all of the Grant and Covenant Agreement terms and conditions, **do not accept the Grant and do not click the ACCEPT button** for the Strategic Performance Share Grant Acknowledgment and Agreement. If you do not accept the Grant, you will not receive the benefits of the Grant.
If you do **click on the ACCEPT button**, you are accepting and agreeing to all of the terms and conditions of this Strategic Performance Share Grant and the Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

Participant:
Grant Type:
Plan Name: Cigna Long-Term Incentive Plan

Grant Date:
Total Granted:
Grant Price: (USD)

Vesting Schedule

Shares Granted	Approximate Vest Date

Please Note: The date shown in the Vesting Schedule chart above is not your actual vesting date. It is an approximation of the expected vesting date and is provided due to systems requirements. In accordance with the Terms and Conditions of your Strategic Performance Share Grant, the actual vesting date will be determined by the People Resources Committee of the Board of Directors.

In addition to this Strategic Performance Share Grant and the attached Covenant Agreement, you should also read the Plan Document and Key Contacts and Reference Materials document (attached

to the Plan) and indicate that you have done so and agree to the terms of all documents attached to this Grant by checking the appropriate box in the online grant acceptance process. The Key Contacts and Reference Materials document contains information on how to get important award information (such as the Plan Prospectus, Tax Considerations and Cigna's Securities Transactions and Insider Trading Policy) and whom to contact if you have questions.

Please be aware that the Cigna Securities Transactions and Insider Trading Policy places restrictions on your transactions in Cigna securities and requires certain Cigna employees to obtain advance permission from the Corporate Secretary before executing transactions in Cigna securities.

If you have questions about your award, please contact Cigna Shareholder Services by email at shareholderservices@cigna.com or by phone at 215.761.3516.

Important Notice: Strategic Performance Share Grant and Covenant Agreement Acknowledgment and Agreement

By clicking on the **ACCEPT** button, I:

Acknowledge and represent to Cigna that I have:

1. received the Strategic Performance Share Grant and the Covenant Agreement;
2. read and understand their terms and conditions, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions; and
3. received answers to any questions I had about the Grant and the Covenant Agreement and their terms and conditions, including the applicable restrictive covenants.

Scroll down for the TERMS AND CONDITIONS of the Strategic Performance Share Grant.

TERMS AND CONDITIONS OF YOUR [Year] GRANT

OF STRATEGIC PERFORMANCE SHARES

These Terms and Conditions are an important part of your grant of Strategic Performance Shares from Cigna Corporation (Cigna). The terms of your Strategic Performance Share grant are in: (a) the electronic Strategic Performance Share Grant Agreement above, (b) these Terms and Conditions (including Schedule I), (c) the Covenant Agreement, and (d) the Cigna Long-Term Incentive Plan (Plan).

Certain words in this document with first letters capitalized are defined in the Strategic Performance Share Grant Agreement above, these Terms and Conditions or Article 2 of the Plan. This grant is void if you are not an employee of Cigna or a Subsidiary (a Cigna company) on the Grant Date.

1. ***Strategic Performance Shares; Performance Period***

Each Strategic Performance Share (Performance Share) represents a conditional right to receive one share of Cigna Common Stock (Share), subject to the performance, vesting and payment provisions described below. The Performance Period applicable to your award is January 1, [ ] to December 31, [ ] (the Performance Period).

2. ***Restrictions***

Performance Shares are subject to certain Restrictions from the Grant Date until the Payment Date described in paragraph 4. The Restrictions are:

(a) You cannot sell or transfer the Performance Shares to anyone;

(b) Unless an exception applies (described in paragraph 4), you will forfeit (lose your right to) your unvested Performance Shares and all related rights immediately upon your Termination of Employment; and

(c) Of the Performance Shares awarded to you (Shares Awarded), the number of Performance Shares, if any, that you earn and for which you may receive payment (Shares Earned) is subject to the performance criteria described in Schedule I.

Article 10 of the Plan describes these Restrictions in more detail. In addition to these Restrictions, you must also comply with all the terms and conditions of this grant and the Covenant Agreement.

3. ***Performance Shares Earned***

(a) Schedule I specifies the performance criteria applicable to your Shares Awarded. Except as provided in paragraph 4, after the end of the Performance Period, the Committee shall determine whether and to what extent these performance criteria have been achieved for purposes of determining the Vesting Percentage applicable to your Performance Shares (Shares Earned Percentage).

(b) Any Shares Awarded that are not Shares Earned after giving effect to the Committee's determinations under this paragraph 3 shall terminate and become null and void immediately following such determinations.

4. ***Eligibility for Payment***

(a) Except as described in paragraph 4(b) and subject to paragraph 4(c) and paragraph 3, the Restrictions on the Performance Shares will end (your Performance Shares will vest) on the Payment Date described in paragraph 5, but only if you remain continuously employed by a Cigna company until the Payment Date and comply with all the terms and conditions of this grant and the Covenant Agreement.

(b) Notwithstanding paragraph 4(a) and subject to paragraph 4(c) and paragraph 3, if your Termination of Employment is before the Payment Date:

(1) Your Performance Shares will vest upon your Termination of Employment if it is Upon a Change of Control. If your Performance Shares vest under this paragraph 4(b)(1), the Shares Earned Percentage shall be the greatest of:

(a) 100%;

(b) The Shares Earned Percentage for the Performance period that ended immediately before your Termination upon a Change of Control; or

(c) The average of the Shares Earned Percentages established by the Committee for the last two Performance Periods that ended before your Termination upon a Change of Control.

Whether there is a Termination Upon a Change of Control for purposes of this Strategic Performance Share grant is determined by reference to a Change of Control (as defined in the Plan) of the entity issuing this grant (Cigna Corporation) and not by reference to a Change of Control of any predecessor entity of Cigna Corporation.

(2) Your Performance Shares will vest upon your Termination of Employment if it is due to your death. If your Performance Shares vest under this paragraph 4(b)(2), the Shares Earned Percentage shall be 100%.

(3) Your Performance Shares will vest upon your Termination of Employment if it is due to your Disability.

(4) Your Performance Shares *may* vest upon your Termination of Employment if it is due to your Early Retirement or Retirement and *if* the Committee or its designee (including Cigna's Senior Human Resources Officer) approves the early vesting before your Termination of Employment. If you want to be considered for early vesting when you retire, you must ask your manager or human resources representative far enough in advance of your retirement so there is time to process your request.

(c) You must comply in all respects with the terms and conditions of this Grant and the Covenant Agreement.

5. ***Payment***

(a) Except as provided in paragraph 5(b), below, your vested Shares Earned under this grant will be paid in the year following the close of the Performance Period on the date within such year specified by the Committee (Payment Date).

(b) Any Performance Shares that vest on account of your death will be paid during the 90 day period immediately following your death to your estate.

(c) For each Share Earned that vests, Cigna will make payment by issuing one Share as of the Payment Date. Until the Shares are issued to you, you will not be a Cigna shareholder, not have the right to vote the Shares, and not receive actual dividends.

6. ***Taxes***

Section 16.7 of the Plan shall apply to any tax withholding that may be required by law for Performance Shares or Shares. Upon the vesting or payment of any Performance Share, Cigna

reserves the right to withhold enough newly-issued Shares to cover all or part of any applicable tax withholding.

7. ***Book-Entry Shares; Sale of Shares***

(a) Upon payment of the Shares as described in paragraph 5, Cigna (or a custodian appointed by Cigna) will hold your Shares in book-entry form in a Stock Account. That is, a record of your Share ownership will be kept electronically.

(b) You may generally sell or transfer the Shares at any time, but your right to sell the Shares may be limited by Cigna. This right is subject to the terms of Cigna's Securities Transactions and Insider Trading Policy, and Cigna reserves the right, for any reason at any time, to suspend or delay action on any request you make to sell the Shares.

8. ***Conditions of Grant***

(a) By accepting the grant, you are agreeing:

(1) to the Inventions provision in paragraph 8(b);

(2) to the restrictions contained in the attached Covenant Agreement and in paragraph 8(c)(2) below (such restrictions collectively, the "Promises");

(3) to **notify Cigna** if you accept an offer to perform services for any individual or entity while you are subject to the non-competition Promise under the Covenant Agreement. Such notice shall be provided by email to Cigna Shareholder Services (shareholderservices@Cigna.com) within 10 days of your acceptance of the offer and shall identify the individual or entity and your anticipated start date;

(4) to **disclose the terms of the Promises** (including, without limitation, the Promises related to non-solicitation and non-competition) and the consequences of a Violation (as defined below) **to any individual or entity** for whom you perform services during the 12 month period immediately following your Termination of Employment; and

(5) not to engage in any activity that would constitute a Violation (as defined below).

You understand and agree that the conditions of the grant set forth in this paragraph 8(a) are a material part of the inducement for Cigna's granting you the Performance Shares and essential pre-conditions to your eligibility to exercise any rights associated with the Grant and retain any benefit from the vesting of the Performance Shares and issuance of the Shares.

The award of Shares pursuant to this Strategic Performance Share Grant is expressly conditioned on your acceptance of the terms and conditions of this Grant and of the attached Covenant Agreement. If you **decide to accept this** Strategic Performance Share Grant, you are accepting and agreeing to all of the terms and conditions of this Grant and of the attached Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

You should review the terms of this Grant and the Covenant Agreement carefully to ensure that you understand what they say and what your responsibilities and obligations are **before you click on the accept button** to acknowledge and agree to this Grant.

(b) ***Inventions***

(1) You hereby assign and promise to assign to Cigna companies or their designee, all your right, title, and interest in and to any and all current and future Inventions. You acknowledge that all original works of authorship which you make (whether alone or jointly with others) within the scope of your Cigna company employment and which are protectable by copyright are "works made for hire," as defined in the United States Copyright Act.

(2) You agree to (i) maintain and make available adequate current records, including electronic records, notes, sketches and drawings, of all Inventions you make, and (ii) disclose such Inventions in writing upon request. These records will remain the property of Cigna companies.

(3) If in the course of your Cigna company employment, you incorporate a Prior Invention into any Cigna company work product, you grant Cigna companies a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use the Prior Invention as part of or in connection with the work product. Within 45 days after the date of this grant, you agree to notify Cigna Shareholder Services (shareholderservices@Cigna.com) of any Prior Inventions that you are not assigning under this paragraph 8(b).

(4) "Inventions" means any and all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets, or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you have or will solely or jointly conceive, develop, reduce to practice, or fix during your Cigna company employment.

(5) "Prior Inventions" means all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you conceived, developed, reduced to practice or fixed before your Cigna company employment and which belong to you.

(c) ***Violation***

You will engage in a "Violation" if, directly or indirectly, you engage in any willful misconduct as described in paragraph 8(c)(1) below or you break any of the "Promises".

(1) **Willful Misconduct**:

(A) You have a Termination of Employment initiated by a Cigna company because you engaged in conduct that constitutes a gross violation of Cigna's Code of Ethics and Principles of Conduct or other employment policies.

(B) You do anything else while an employee of any Cigna company that is not discovered by the company until after your Termination of Employment and that would, if you had still been employed at the time of the discovery, be reason for your Termination of Employment for willful misconduct, as described above.

(2) **Promise to Assist with Patent and Copyright Registrations**:

(A) You Promise that, during your Cigna company employment and after your Termination of Employment, you will assist Cigna companies, should they request and at Cigna's expense, to secure their rights (including any copyrights, patents, trademarks or other intellectual property rights) in or relating to the Inventions in any and all countries, including by:

(i) disclosing to Cigna Companies all pertinent information and data; and

(ii) executing all applications, assignments or other instruments necessary to apply for and obtain these rights and assign them to Cigna companies.

(d) (1) If you were an Executive Officer (subject to the requirements of Section 16(a) of the Exchange Act) at any time during the 24-month period before the date of a Violation of the Covenant Agreement, the People Resources Committee will have the sole discretion to waive your obligation to make all or any part of the Payment (described in paragraph 9) and to impose conditions on any waiver.

(2) Otherwise, Cigna's Senior Human Resources Officer, or his or her designee, will have the sole discretion to waive your obligation to make all or any part of the Payment and to impose conditions on any waiver.

(3) Determinations of the People Resources Committee, Cigna's Senior Human Resources Officer, or his or her designee, will be final and binding on all parties.

9. ***Consequences of a Violation: Payment to Cigna***

Important: This paragraph 9 is not Cigna's only remedy for a Violation. Cigna may seek any additional legal or equitable remedy, including as described in the Covenant Agreement.

(a) If you engage in any Violation at any time:

(1) You will immediately forfeit all unvested Performance Shares; and

(2) No payment will be made for any Performance Shares that have vested under paragraph 4(b) if the Violation occurs before the applicable Payment Date.

(b) You must immediately make the Payment described in paragraph 9(c) to Cigna in the manner described in paragraph 9(d) if:

(1) You engage in a Violation of the non-competition or non-solicitation restrictions of the Covenant Agreement; or

(2) You engage in a Violation described in paragraph 8(c)(1) (willful misconduct) or any other Violation (e.g. you disclose Cigna company Confidential Information in violation of the Covenant Agreement) **at any time**.

(c) “Payment” is the value you realize from any Performance Shares that are paid under paragraph 5 during the 12-month period ending on (and including) the date of your Termination of Employment. The Payment will equal:

(1) The number of Performance Shares that are paid during that 12-month period;

multiplied by

(2) The Fair Market Value of the Shares issued on the Payment Date for those Performance Shares;

plus

(3) The total amount of all actual dividends, if any, paid to you on those Shares through the date of the Payment described in paragraph 9(d).

(d) Cigna will recover the Payment from you by any means permitted by applicable law, at the sole discretion of Cigna management, including but not limited to any or all of the following methods:

(1) If you have any Shares in a Stock Account or in any other account in book-entry form when a Violation occurs, Cigna will take back from you the whole number of Shares that has a total Fair Market Value as of the date of the Violation up to, but not more than, the Payment amount.

(2) Cigna will, to the extent permitted by applicable law, reduce:

(A) The amount of any payments that any Cigna company owes you for any reason (including without limit any payments owed to you under any nonqualified retirement, deferred compensation or other plan or arrangement) by

(B) The Payment amount.

This reduction will not occur until the date a future payment to you is due.

(3) Cigna will send you a written notice and demand for all or part of any Payment amount. Within 30 days after you receive that notice and demand, you must make the Payment to Cigna.

10. ***Consequences of a Violation: Designation of Cigna as Agent and Attorney-in-Fact for Inventions***

You agree that:

(a) If Cigna Companies are unable to obtain your signature on any instruments needed to secure their rights in or relating to the Inventions pursuant to paragraph 8(c)(2)(A); then

(b) You hereby appoint Cigna companies and their duly authorized officers as your agents and attorneys in fact to act for and on your behalf to execute and file any documents and take other actions as may be necessary for Cigna companies to secure those rights.

11. ***Agreeing to Assume Risks***

Cigna, its stock plan administrator and its transfer agent will try to process your stock transaction requests in a timely manner; however, Cigna makes no promises or guarantees to you relating to the market price of the Shares or to the time it may take to act on your request to sell the Shares. By accepting this Strategic Performance Share grant:

(a) You acknowledge that the action you request may not be completed until several days after you submit it.

(b) You agree to assume the risks, including the risk that the market price of the Shares may change, related to delays described in paragraph 11(a) between the time you ask for any Shares to be sold and the time your Shares are actually sold.

12. ***Applicable Law***

You understand and agree that, except as otherwise provided in the Covenant Agreement, the terms and conditions of this Strategic Performance Share Grant and all determinations made under the Strategic Performance Share Grant Agreement, the Plan, and these Terms and Conditions will be interpreted under the laws of the State of Delaware, without regard to its conflict of laws rule.

For the avoidance of doubt, the terms and conditions of the Covenant Agreement and all determinations made under the Covenant Agreement will be interpreted under applicable state law as set forth in the Covenant Agreement.

13. ***Arbitration***

Except as otherwise provided in the Covenant Agreement, if you have an agreement with Cigna to arbitrate employment-related disputes, you agree to resolve any disputes relating to this Strategic Performance Share Grant through arbitration.

14. ***Acceptance***

If you disagree with any of these Terms and Conditions, or the terms and conditions of the Covenant Agreement, YOU MUST NOT ACCEPT THE STRATEGIC PERFORMANCE SHARE GRANT. If you sign the Strategic Performance Share grant, or the Covenant Agreement, or acknowledge your acceptance electronically or otherwise, you will be:

(a) Agreeing to all the terms and conditions of the Strategic Performance Share grant and of the Covenant Agreement, including the Inventions provision in paragraph 8(b) and all of the Promises;

(b) Warranting and representing to Cigna that you are, and will remain, in full compliance with all applicable terms and conditions;

(c) Authorizing Cigna to recover the Payment described in paragraph 9 and to seek any other available remedy pursuant to the Covenant Agreement, if you engage in a Violation; and

(d) Appointing Cigna as your agent and attorney-in-fact to secure rights with respect to Inventions if unable to obtain your signature as described in paragraph 10.

Cigna Corporation

Cigna Long-Term Incentive Plan: Nonqualified Stock Option Grant Agreement

Cigna Corporation ("Cigna") has granted you the option to purchase the number of shares of Cigna Common Stock set forth below in this Option Grant Agreement ("Option Grant") under the Cigna Long-Term Incentive Plan ("Plan"). The date of your Option Grant ("Grant Date"), the dates on which your Option Grant is scheduled to vest ("Vesting Dates") and the date on which it is scheduled to expire ("Expiration Date") are also indicated below. The award is subject to the provisions of the Plan and the Terms and Conditions below.

The award of Options pursuant to this Nonqualified Stock Option Grant is **expressly conditioned** on your acceptance of the terms and conditions of this Option Grant and of the attached Confidentiality, Non-Competition and Non-Solicitation Agreement (or, with respect to Cigna company employment in California, the attached Confidentiality and Non-Solicitation Agreement) (as applicable, the "Covenant Agreement"). You should carefully read all the terms and conditions of this Option Grant and the attached Covenant Agreement and be sure you understand what they say and what your responsibilities and obligations are **before you click on the ACCEPT button** to acknowledge and agree to this Option Grant.

If you are not willing to agree to all of the Option Grant and Covenant Agreement terms and conditions, **do not accept the Option Grant and do not click the ACCEPT button** for the Option Grant Acknowledgment and Agreement. If you do not accept the Option Grant, you will not receive the benefits of the Option Grant.
If you do **click on the ACCEPT button**, you are accepting and agreeing to all of the terms and conditions of this Option Grant and the Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

Participant:
Grant Type:
Plan Name: Cigna Long-Term Incentive Plan

Grant Date:
Grant Expiration Date:
Total Options Granted:
Option Price: (USD)

Vesting Schedule

Options Granted	Vesting Date

In addition to this Nonqualified Stock Option Grant and the attached Covenant Agreement, you should also read the Plan Document and Key Contacts and Reference Materials document (attached to the Plan) and indicate that you have done so and agree to the terms of all documents attached to this Option Grant by checking the appropriate box in the online grant acceptance process. The Key Contacts and Reference Materials document contains information on how to get important stock award information (such as the Plan Prospectus, Tax Considerations and Cigna's Securities Transactions and Insider Trading Policy) and whom to contact if you have questions.

Please be aware that the Cigna Securities Transactions and Insider Trading Policy places restrictions on your transactions in Cigna securities and requires certain Cigna employees to obtain advance permission from the Corporate Secretary before executing transactions in Cigna securities.

If you have questions about your award, please contact Cigna Shareholder Services by email at shareholderservices@cigna.com or by phone at 215.761.3516.

Important Notice: Option Grant and Covenant Agreement Acknowledgment and Agreement

By clicking on the **ACCEPT** button, I:

Acknowledge and represent to Cigna that I have:

1. received the Option Grant and the Covenant Agreement;
2. read and understand their terms and conditions, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions; and
3. received answers to any questions I had about the Option Grant and the Covenant Agreement and their terms and conditions, including the applicable restrictive covenants.

Scroll down for the TERMS AND CONDITIONS of the Option Grant.

TERMS AND CONDITIONS OF YOUR [Year] GRANT

OF A NONQUALIFIED STOCK OPTION

These Terms and Conditions are an important part of your grant of a nonqualified stock option (Option) from Cigna Corporation (Cigna). The terms of your Option are in (a) the electronic Option Grant Agreement above, (b) these Terms and Conditions, (c) the Covenant Agreement, and (d) the applicable Plan provisions.

Certain words in this document with first letters capitalized are defined in the Option Grant Agreement above, these Terms and Conditions or Article 2 of the Plan. This grant is void if you are not an employee of Cigna or a Subsidiary (a Cigna company) on the Grant Date.

1. ***The Option***

The Option gives you the right to buy a certain number of shares of Cigna Common Stock (Shares) during the Option Period (described in paragraph 2) at the Option Price. Your Option Grant Agreement lists the number of Shares and your Option Price. To buy the Shares at the Option Price, you must exercise the Option.

2. ***Option Period; Vesting***

(a) You can exercise the Option only during the Option Period. The Option becomes exercisable, or "vests," on the first day of the Option Period and expires on the last day of the Option Period.

(b) The Option Period for [ ] of the Shares starts on [ ]; for another [ ] of the Shares on [ ]; and for [ ] of the Shares on [ ]. This is the vesting schedule for the Option.

(c) The Option Period for all the Shares ends, and the Option will expire, the earlier of (1) 5:00 p.m. Philadelphia time on the Expiration Date or (2) upon your Termination of Employment as described under *Early Expiration* in paragraph 4.

3. ***Early Vesting***

The Option may vest earlier than the dates listed under paragraph 2(b) as described here. If your Termination of Employment occurs before the Option vests under paragraph 2, the Option will vest on your Termination of Employment date, but only if your Termination of Employment is:

(a) Because of your death, Disability, Early Retirement or Retirement *and* you have not received or will not be receiving severance pay from any Cigna company (whether under any severance benefit plan or any contract, agreement or arrangement); or

(b) Upon a Change of Control.

Whether there is a Termination Upon a Change of Control for purposes of this Option Grant is determined by reference to a Change of Control (as defined in the Plan) of the entity issuing this grant (Cigna Corporation) and not by reference to a Change of Control of any predecessor entity of Cigna Corporation.

4. ***Early Expiration upon Termination of Employment; Exceptions***

(a) Upon your Termination of Employment (other than a Termination for Cause), the Option will expire on the earlier of the Expiration Date or ninety (90) days after your Termination of Employment date *unless* one of the exceptions described in paragraph 4(b) through (e) applies.

(b) If (1) your Termination of Employment is because of your death, Disability or Retirement, and (2) you will not be receiving severance pay from any Cigna company (whether under any

severance benefit plan or any contract, agreement or arrangement), then the Option will expire at 5:00 p.m. Philadelphia time on the Expiration Date.

(c) If your Termination of Employment is because of your Early Retirement, and you will not be receiving severance pay from any Cigna company (whether under any severance benefit plan or any contract, agreement or arrangement), the Option will expire at 5:00 p.m. Philadelphia time on:

(1) The earlier of the Expiration Date or the third anniversary of your Termination of Employment date; or

(2) The Expiration Date if, within six months before your Termination of Employment date, you were an Executive Officer subject to the requirements of Section 16(a) of the Securities Exchange Act of 1934 ("Executive Officer").

(d) If your Termination of Employment is Upon a Change of Control (of Cigna Corporation), the Option will expire on the earlier of the Expiration Date or ninety (90) days after your Termination of Employment date.

(e) The Option will expire immediately upon your Termination for Cause.

5. ***Exercising the Option; Tax Withholding***

(a) Cigna may limit your rights to exercise the Option and to sell any Shares you acquire by exercising the Option. Your rights are subject to the terms of Cigna's Securities Transactions and Insider Trading Policy, and Cigna reserves the right, for any reason at any time, to suspend or delay action on any request you make to exercise the Option or sell the Shares. To comply with legal requirements, Cigna may restrict the method by which you exercise the Option.

(b) If, because of limitations imposed by applicable law, you cannot exercise the Option before it expires, then the Option will not expire on the date described in paragraph 4. Instead, the Option Period will be extended temporarily until the earlier of (1) ten business days after the first date on which the Option again becomes exercisable without the limitations or (2) 5:00 p.m. Philadelphia time on the Expiration Date.

(c) To exercise all or part of the Option, you must (1) complete and submit any required Option exercise form or electronic exercise instructions and (2) pay the Option Price and any required tax withholding.

(d) You may pay the Option Price with cash. If you pay with cash, you must also pay any applicable withholding tax liability in cash before Shares will be deposited in your Stock Account or delivered to you.

(e) If you are a Cigna company employee when you exercise the Option, you may pay the Option Price with Shares that are in your Stock Account if:

(1) you first purchased the shares on the open market; or

(2) at least six months have elapsed after the:

(A) grant date, if you received the shares as a grant of unrestricted Shares;

(B) vesting date, if you received them as a grant of Restricted Stock; or

(C) purchase date, if you bought them through a previous option exercise.

You will not be allowed to pay the Option Price with Shares if Cigna in its sole discretion determines that it would risk adverse tax or accounting consequences as a result. If you are not a Cigna company employee when you exercise the Option, or if your beneficiary or estate exercises the Option, the Option Price cannot be paid in shares of stock.

(f) If you pay the Option Price in Shares:

(1) You must exercise the Option for at least 50 Shares.

If there are not at least 50 Shares underlying the Option, you must exercise the Option for all the Shares.

(2) You must pay any applicable tax-withholding obligation.

Cigna reserves the right to withhold from the Shares you purchase enough Shares to meet all or part of any applicable tax-withholding obligation.

If you are an Executive Officer when you exercise the Option, you may satisfy part of the withholding obligation by remitting to Cigna Shares you have owned for at least six months as of the date the withholding obligation arises.

(g) You may pay the Option Price through a cashless exercise of the Option. Cigna reserves the right to change the rules that apply to cashless exercises, or end your ability to do a cashless exercise, at any time.

6. ***Book-Entry Shares***

Cigna (or a custodian appointed by Cigna) will hold any Shares you, your beneficiary or estate acquire upon exercise of the Option in book-entry form in a Stock Account. That is, a record of Share ownership will be kept electronically.

7. ***Conditions of Grant***

(a) By accepting the grant, you are agreeing:

(1) to the Inventions provision in paragraph 7(b);

(2) to the restrictions contained in the attached Covenant Agreement and in paragraph 7(c)(2) below (such restrictions collectively, the "Promises");

(3) to **notify Cigna** if you accept an offer to perform services for any individual or entity while you are subject to the non-competition Promise under the Covenant Agreement. Such notice shall be provided by email to Cigna Shareholder Services (shareholderservices@Cigna.com) within 10 days of your acceptance of the offer and shall identify the individual or entity and your anticipated start date;

(4) to **disclose the terms of the Promises** (including, without limitation, the Promises related to non-solicitation and non-competition) and the consequences of a Violation (as defined below) **to any individual or entity** for whom you perform services during the 12 month period immediately following your Termination of Employment; and

(5) not to engage in any activity that would constitute a Violation (as defined below).

You understand and agree that the conditions of the grant set forth in this paragraph 7(a) are a material part of the inducement for Cigna's granting you the Option and essential pre-conditions to your eligibility to exercise any rights associated with the Option and retain any benefit from exercising the Option.

The award of Options pursuant to this Nonqualified Stock Option Grant is expressly conditioned on your acceptance of the terms and conditions of this Option Grant and of the attached Covenant Agreement. If you **decide to accept** this Nonqualified Stock Option Grant, you are accepting and agreeing to all of the terms and conditions of this Option Grant and of the attached Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

You should review the terms of this Option Grant and the Covenant Agreement carefully to ensure that you understand what they say and what your responsibilities and obligations are **before you click on the accept button** to acknowledge and agree to this Option Grant.

(b) ***Inventions***

(1) You hereby assign and promise to assign to Cigna companies or their designee, all your right, title, and interest in and to any and all current and future Inventions. You acknowledge that all original works of authorship which you make (whether alone or jointly with others) within the scope of your Cigna company employment and which are protectable by copyright are "works made for hire," as defined in the United States Copyright Act.

(2) You agree to (i) maintain and make available adequate current records, including electronic records, notes, sketches and drawings, of all Inventions you make, and (ii) disclose such Inventions in writing upon request. These records will remain the property of Cigna companies.

(3) If in the course of your Cigna company employment, you incorporate a Prior Invention into any Cigna company work product, you grant Cigna companies a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use the Prior Invention as part of or in connection with the work product. Within 45 days after the date of this grant, you agree to notify Cigna Shareholder Services (shareholderservices@Cigna.com) of any Prior Inventions that you are not assigning under this paragraph 7(b).

(4) "Inventions" means any and all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets, or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you have or will solely or jointly conceive, develop, reduce to practice, or fix during your Cigna company employment.

(5) "Prior Inventions" means all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you conceived, developed, reduced to practice or fixed before your Cigna company employment and which belong to you.

(c) ***Violation***

You will engage in a "Violation" if, directly or indirectly, you engage in any willful misconduct as described in paragraph 7(c)(1) below or you break any of the Promises.

(1) **Willful Misconduct**:

(A) You have a Termination of Employment initiated by a Cigna company because you engaged in conduct that constitutes a gross violation of Cigna's Code of Ethics and Principles of Conduct or other employment policies.

(B) You do anything else while an employee of any Cigna company that is not discovered by the company until after your Termination of Employment and that would, if you had still been employed at the time of the discovery, be reason for your Termination of Employment for willful misconduct, as described above.

(2) **Promise to Assist with Patent and Copyright Registrations**:

(A) You Promise that, during your Cigna company employment and after your Termination of Employment, you will assist Cigna companies, should they request and at Cigna's expense, to secure their rights (including any copyrights,

patents, trademarks or other intellectual property rights) in or relating to the Inventions in any and all countries, including by:

(i) disclosing to Cigna Companies all pertinent information and data; and

(ii) executing all applications, assignments or other instruments necessary to apply for and obtain these rights and assign them to Cigna companies.

(d) (1) If you were an Executive Officer (subject to the requirements of Section 16 (a) of the Exchange Act) at any time during the 24-month period before the date of a Violation of the Covenant Agreement, the People Resources Committee will have the sole discretion to waive your obligation to make all or any part of the Payment (described in paragraph 8) and to impose conditions on any waiver.

(2) Otherwise, Cigna's Senior Human Resources Officer, or his or her designee, will have the sole discretion to waive your obligation to make all or any part of the Payment and to impose conditions on any waiver.

(3) Determinations of the People Resources Committee, Cigna's Senior Human Resources Officer, or his or her designee, will be final and binding on all parties.

8. ***Consequences of a Violation: Payment to Cigna***

Important: This paragraph 8 is not Cigna's only remedy for a Violation. Cigna may seek any additional legal or equitable remedy, including as described in the Covenant Agreement.

(a) If you engage in any Violation at any time, Cigna will cancel any part of the Option you have not yet exercised.

(b) You must immediately make the Payment described in paragraph 8(c) to Cigna in the manner described in paragraph 8(d) if:

(1) You engage in a Violation of the non-competition or non-solicitation restrictions of the Covenant Agreement; or

(2) You engage in a Violation described in paragraph 7(c)(1) (willful misconduct) or any other Violation (e.g. you disclose Cigna company Confidential Information in violation of the Covenant Agreement) **at any time**.

(c) The Payment requirement applies only to the parts of the Option, if any, that you exercise during the 24-month period prior to the date of your Termination of Employment and thereafter. “Payment” means the amount equal to:

(1) the number of Shares you acquire when you exercise the Option;

multiplied by

(2) the excess of (A) the Fair Market Value on the date you exercise the Option over (B) the Option Price;

plus

(3) the total amount of all dividends, if any, paid on those Shares through the date of the Payment.

(d) Cigna will recover the Payment from you by any means permitted by applicable law, at the sole discretion of Cigna management, including but not limited to any or all of the following methods:

(1) If you have any Shares in a Stock Account or in any other account in book-entry form when a Violation occurs, Cigna will take back from you the whole number of Shares that has a total Fair Market Value as of the date of the Violation up to, but not more than, the Payment amount.

(2) Cigna will, to the extent permitted by applicable law, reduce:

(A) The amount of any payments that any Cigna company owes you for any reason (including without limit any payments owed to you under any nonqualified retirement, deferred compensation or other plan or arrangement) by

(B) The Payment amount.

This reduction will not occur until the date a future payment to you is due.

(3) Cigna will send you a written notice and demand for all or part of any Payment amount. Within 30 days after you receive that notice and demand, you must make the Payment to Cigna.

9. ***Consequences of a Violation: Designation of Cigna as Agent and Attorney-in-Fact for Inventions***

You agree that:

(a) If Cigna Companies are unable to obtain your signature on any instruments needed to secure their rights in or relating to the Inventions pursuant to paragraph 7(c)(2)(A); then

(b) You hereby appoint Cigna companies and their duly authorized officers as your agents and attorneys in fact to act for and on your behalf to execute and file any documents and take other actions as may be necessary for Cigna companies to secure those rights.

10. ***Agreeing to Assume Risks***

Cigna, its stock plan administrator and its transfer agent will try to process your stock transaction requests in a timely manner; however, Cigna makes no promises or guarantees to you relating to the market price of the Shares or to the time it may take to act on your request to exercise the Option, or sell the Shares. By accepting this Option grant:

(a) You acknowledge that the action you request may not be completed until several days after you submit it.

(b) You agree to assume the risks, including the risk that the market price of the Shares may change, related to delays described in paragraph 10(a):

(1) Between the time you submit an Option exercise form and the time your Option is actually exercised; and

(2) Between the time you ask for any Shares to be sold and the time your Shares are actually sold.

11. ***Applicable Law***

You understand and agree that, except as otherwise provided in the Covenant Agreement, the terms and conditions of this Option Grant and all determinations made under the Nonqualified Stock Option Grant Agreement, the Plan, and these Terms and Conditions will be interpreted under the laws of the State of Delaware, without regard to its conflict of laws rule.

For the avoidance of doubt, the terms and conditions of the Covenant Agreement and all determinations made under the Covenant Agreement will be interpreted under applicable state law as set forth in the Covenant Agreement.

12. ***Arbitration***

Except as otherwise provided in the Covenant Agreement, if you have an agreement with Cigna to arbitrate employment related disputes, you agree to resolve any disputes relating to this Nonqualified Stock Option Grant through arbitration.

13. ***Acceptance***

If you disagree with any of these Terms and Conditions, or the terms and conditions of the Covenant Agreement, YOU MUST NOT ACCEPT THE OPTION GRANT. If you sign the Option grant or the Covenant Agreement, or acknowledge your acceptance electronically or otherwise, you will be:

(a) Agreeing to all the terms and conditions of the Option grant and of the Covenant Agreement, including the Inventions provision in paragraph 7(b) and all of the Promises;

(b) Warranting and representing to Cigna that you are, and will remain, in full compliance with all applicable terms and conditions;

(c) Authorizing Cigna to recover the Payment described in paragraph 8 and to seek any other available remedy pursuant to the Covenant Agreement if you engage in a Violation; and

(d) Appointing Cigna as your agent and attorney-in-fact to secure rights with respect to Inventions if unable to obtain your signature as described in paragraph 9.

[Year] Option Grant Agreement including Terms and Conditions

Cigna Corporation

Cigna Long-Term Incentive Plan: Restricted Stock Grant Agreement

Cigna Corporation ("Cigna") has granted you the number of shares of restricted stock of Cigna set forth below in this Restricted Stock Grant Agreement ("Restricted Stock Grant" or "Grant") under the Cigna Long-Term Incentive Plan ("Plan"). The date of your Restricted Stock Grant ("Grant Date") and the dates on which your Grant is scheduled to vest ("Vesting Dates") are also indicated below. The award is subject to the provisions of the Plan and the Terms and Conditions below.
The award of Shares pursuant to this Restricted Stock Grant is **expressly conditioned** on your acceptance of the terms and conditions of this Grant and of the attached Confidentiality, Non-Competition and Non-Solicitation Agreement (or, with respect to Cigna company employment in California, the attached Confidentiality and Non-Solicitation Agreement) (as applicable, the "Covenant Agreement"). You should carefully read all the terms and conditions of this Restricted Stock Grant and the attached Covenant Agreement and be sure you understand what they say and what your responsibilities and obligations are **before you click on the ACCEPT button** to acknowledge and agree to this Grant.

If you are not willing to agree to all of the Grant and Covenant Agreement terms and conditions, **do not accept the Grant and do not click the ACCEPT button** for the Restricted Stock Grant Acknowledgment and Agreement. If you do not accept the Grant, you will not receive the benefits of the Grant.
If you do **click on the ACCEPT button**, you are accepting and agreeing to all of the terms and conditions of this Restricted Stock Grant and the Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

Participant:
Grant Type:
Plan Name: Cigna Long-Term Incentive Plan

Grant Date:
Total Granted:
Grant Price: (USD)

Vesting Schedule

Shares Granted	Vesting Date

In addition to this Restricted Stock Grant and the attached Covenant Agreement, you should also read the Plan Document and Key Contacts and Reference Materials document (attached to the Plan) and indicate that you have done so and agree to the terms of all documents attached to this Grant by checking the appropriate box in the online grant acceptance process. The Key Contacts and Reference Materials document contains information on how to get important stock award information (such as the Plan Prospectus, Tax Considerations and Cigna's Securities Transactions and Insider Trading Policy) and whom to contact if you have questions.

Please be aware that the Cigna Securities Transactions and Insider Trading Policy places restrictions on your transactions in Cigna securities and requires certain Cigna employees to obtain advance permission from the Corporate Secretary before executing transactions in Cigna securities.

If you have questions about your award, please contact Cigna Shareholder Services by email at shareholderservices@cigna.com or by phone at 215.761.3516.

Important Notice: Restricted Stock Grant and Covenant Agreement Acknowledgment and Agreement

By clicking on the **ACCEPT** button, I:

Acknowledge and represent to Cigna that I have:

1. received the Restricted Stock Grant and the Covenant Agreement;
2. read and understand their terms and conditions, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions; and
3. received answers to any questions I had about the Grant and the Covenant Agreement and their terms and conditions, including the applicable restrictive covenants.

Scroll down for the TERMS AND CONDITIONS of the Restricted Stock Grant.

TERMS AND CONDITIONS OF YOUR [Year]
RESTRICTED STOCK GRANT

These Terms and Conditions are an important part of your grant of Restricted Stock from Cigna Corporation (Cigna). The terms of your Restricted Stock grant are in: (a) the electronic Restricted Stock Grant Agreement above, (b) these Terms and Conditions, (c) the Covenant Agreement and (d) the applicable Plan provisions.

Certain words in this document with first letters capitalized are defined in the Restricted Stock Grant Agreement above, these Terms and Conditions or Article 2 of the Plan. This grant is void if you are not an employee of Cigna or a Subsidiary (a Cigna company) on the Grant Date.

1. ***Restricted Stock; Restrictions***

Shares of Restricted Stock (Shares) are regular shares of Cigna Common Stock, but they are subject to certain Restrictions. The Restrictions are:

(a) You cannot sell or transfer the Shares to anyone during the Restricted Period; and

(b) Unless an exception applies, you will forfeit (lose your right to) the Shares if you have a Termination of Employment during the Restricted Period.

Article 7 of the Plan describes these Restrictions in more detail. In addition, you must also comply with all the other terms and conditions of this grant and the Covenant Agreement.

2. ***Restricted Period; Vesting***

The Restricted Period starts on the Grant Date and ends on the Vesting Date. The Restrictions on the Shares will end (your Shares will vest) on the applicable Vesting Date only if you remain continuously employed by a Cigna company from the Grant Date to the applicable Vesting Date and comply with all the terms and conditions of this grant and the Covenant Agreement.

You have [ ] separate Vesting Dates under this grant because the Shares will vest in [ ] stages: [ ] on the [ ] anniversary of the Grant Date; [ ] on the [ ] anniversary of the Grant Date; and [ ] on the [ ] anniversary of the Grant Date. Your vesting date may be earlier (see paragraph 3).

3. ***Early Vesting***

In certain situations your vesting date may be earlier than the Vesting Dates described in paragraph 2:

(a) The Shares will vest upon your Termination of Employment if it is Upon a Change of Control or due to your death or Disability. Whether there is a Termination Upon a Change of Control for purposes of this Restricted Stock grant is determined by reference to a Change of Control (as defined in the Plan) of the entity issuing this grant (Cigna Corporation) and not by reference to a Change of Control of any predecessor entity of Cigna Corporation.

(b) The Shares *may* vest upon your Termination of Employment if:

(1) It is due to your Early Retirement or Retirement; and

(2) The People Resources Committee or its designee (including Cigna's senior human resources officer) approves the early vesting before your Termination of Employment.

If you want to be considered for early vesting when you retire, you must ask your manager or human resources representative far enough in advance of your retirement so there is time to process your request.

4. ***Voting Rights; Dividends***

(a) You have the right to vote the Shares. If you forfeit a Share, you will also forfeit the right to vote the Share.

(b) You have the right to receive dividends on the Shares. Dividends paid on the Shares during the Restricted Period will be held by Cigna. Subject to the forfeiture provisions of paragraph 4(c), your right to receive accumulated dividends on a Share will vest on the scheduled Vesting Date for the Share described in paragraph 2 (Scheduled Vesting Date). Once a Share vests, your right to future dividends on the Share, and the method of payment, will be the same as for any other Cigna shareholder.

(c) If you forfeit a Share, you will also forfeit the right to any accumulated and future dividends related to the Share. Even if you do not forfeit a Share, you will forfeit the right to any accumulated dividends on the Share if:

(1) You have a Termination of Employment before the Scheduled Vesting Date for a Share (even if the Share vests under paragraph 3);

(2) The Scheduled Vesting Date for a Share occurs before the Share vests (because vesting is delayed); or

(3) You are on a leave of absence when the Share vests.

(d) Vested accumulated dividends, less applicable taxes withheld, will be paid to you in a lump sum within 70 days after the Scheduled Vesting Date. Cigna will not pay any interest on the accumulated dividends.

5. ***Taxes at Vesting***

When the Shares vest, you must satisfy any required tax withholding obligation. Cigna reserves the right to withhold enough newly-vested Shares to cover all or part of any applicable tax withholding. However, if section 83(b) of the U.S. Internal Revenue Code of 1986, as amended, applies to you and you make a timely election under that provision, you must make an immediate cash payment to satisfy any required tax withholding obligation.

6. ***Book-Entry Shares; Sale of Shares***

(a) Cigna (or a custodian appointed by Cigna) will hold your Shares before and after vesting in book-entry form in a Stock Account. That is, a record of your Share ownership will be kept electronically.

(b) You may generally sell or transfer vested Shares at any time, but your right to sell the Shares after they vest may be limited by Cigna. This right is subject to the terms of Cigna's Securities Transactions and Insider Trading Policy, and Cigna reserves the right, for any reason at any time, to suspend or delay action on any request you make to sell the Shares.

7. ***Conditions of Grant***

(a) By accepting the grant, you are agreeing:

(1) to the Inventions provision in paragraph 7(b);

(2) to the restrictions contained in the attached Covenant Agreement and in paragraph 7(c)(2) below (such restrictions collectively, the "Promises");

(3) to **notify Cigna** if you accept an offer to perform services for any individual or entity while you are subject to the non-competition Promise under the Covenant Agreement. Such notice shall be provided by email to Cigna Shareholder Services (shareholderservices@Cigna.com) within 10 days of your acceptance of the offer and shall identify the individual or entity and your anticipated start date;

(4) to **disclose the terms of the Promises** (including, without limitation, the Promises related to non-solicitation and non-competition) and the consequences of a Violation (as defined below) **to any individual or entity** for whom you perform services during the 12 month period immediately following your Termination of Employment; and

(5) not to engage in any activity that would constitute a Violation (as defined below).

You understand and agree that the conditions of the grant set forth in this paragraph 7(a) are a material part of the inducement for Cigna's granting you the Shares and essential pre-conditions to your eligibility to exercise any rights associated with the Shares and retain any benefit from the vesting of the Shares.

The award of Shares pursuant to this Restricted Stock Grant is expressly conditioned on your acceptance of the terms and conditions of this Grant and of the attached Covenant Agreement. If you **decide to accept** this Restricted Stock Grant, you are accepting and agreeing to all of the terms and conditions of this Grant and of the attached Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

You should review the terms of this Grant and the Covenant Agreement carefully to ensure that you understand what they say and what your responsibilities and obligations are **before you click on the accept button** to acknowledge and agree to this Grant.

(b) ***Inventions***

(1) You hereby assign and promise to assign to Cigna companies or their designee, all your right, title, and interest in and to any and all current and future Inventions. You acknowledge that all original works of authorship which you make (whether alone or jointly with others) within the scope of your Cigna company employment and which are protectable by copyright are "works made for hire," as defined in the United States Copyright Act.

(2) You agree to (i) maintain and make available adequate current records, including electronic records, notes, sketches and drawings, of all Inventions you make, and (ii) disclose such Inventions in writing upon request. These records will remain the property of Cigna companies.

(3) If in the course of your Cigna company employment, you incorporate a Prior Invention into any Cigna company work product, you grant Cigna companies a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use the Prior Invention as part of or in connection with the work product. Within 45 days after the date of this grant, you agree to notify Cigna Shareholder Services

(shareholderservices@Cigna.com) of any Prior Inventions that you are not assigning under this paragraph 7(b).

(4) "Inventions" means any and all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets, or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you have or will solely or jointly conceive, develop, reduce to practice, or fix during your Cigna company employment.

(5) "Prior Inventions" means all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company's current or proposed business, work products or research and development which you conceived, developed, reduced to practice or fixed before your Cigna company employment and which belong to you.

(c) ***Violation***

You will engage in a "Violation" if, directly or indirectly, you engage in any willful misconduct as described in paragraph 7(c)(1) below, or you break any of the Promises.

(1) **Willful Misconduct**:

(A) You have a Termination of Employment initiated by a Cigna company because you engaged in conduct that constitutes a gross violation of Cigna's Code of Ethics and Principles of Conduct or other employment policies.

(B) You do anything else while an employee of any Cigna company that is not discovered by the company until after your Termination of Employment and that would, if you had still been employed at the time of the discovery, be reason for your Termination of Employment for willful misconduct, as described above.

(2) **Promise to Assist with Patent and Copyright Registrations**:

(A) You Promise that, during your Cigna company employment and after your Termination of Employment, you will assist Cigna companies, should they request and at Cigna's expense, to secure their rights (including any copyrights, patents, trademarks or other intellectual property rights) in or relating to the Inventions in any and all countries, including by:

(i) disclosing to Cigna companies all pertinent information and data; and

(ii) executing all applications, assignments or other instruments necessary to apply for and obtain these rights and assign them to Cigna companies.

(d) (1) If you were an Executive Officer (subject to the requirements of Section 16(a) of the Exchange Act) at any time during the 24-month period before the date of a Violation of the Covenant Agreement, the People Resources Committee will have the sole discretion to waive your obligation to make all or any part of the Payment (described in paragraph 8) and to impose conditions on any waiver.

(2) Otherwise, Cigna's Senior Human Resources Officer, or his or her designee, will have the sole discretion to waive your obligation to make all or any part of the Payment and to impose conditions on any waiver.

(3) Determinations of the People Resources Committee, Cigna's Senior Human Resources Officer, or his or her designee, will be final and binding on all parties.

8. ***Consequences of a Violation: Payment to Cigna***

Important: This paragraph 8 is not Cigna's only remedy for a Violation. Cigna may seek any additional legal or equitable remedy, including as described in the Covenant Agreement.

(a) You will immediately forfeit all unvested Shares if you engage in any Violation at any time.

(b) You must immediately make the Payment described in paragraph 8(c) to Cigna in the manner described in paragraph 8(d) if:

(1) You engage in a Violation of the non-competition or non-solicitation restrictions of the Covenant Agreement; or

(2) You engage in a Violation described in paragraph 7(c)(1) (willful misconduct) or any other Violation (e.g. you disclose Cigna company Confidential Information in violation of the Covenant Agreement) **at any time**.

(c) "Payment" is the value you realize from any Shares that vest during the 12-month period ending on (and including) the date of your Termination of Employment. The Payment will equal:

(1) The number of Shares that vest during that 12-month period;

multiplied by

(2) The Fair Market Value of those Shares on their Vesting Date;

plus

(3) The total amount of all dividends, if any, paid to you on those Shares through the date of the Payment.

(d) Cigna will recover the Payment from you by any means permitted by applicable law, at the sole discretion of Cigna management, including but not limited to any or all of the following methods:

(1) If you have any Shares in a Stock Account or in any other account in book-entry form when a Violation occurs, Cigna will take back from you the whole number of Shares that has a total Fair Market Value as of the date of the Violation up to, but not more than, the Payment amount.

(2) Cigna will, to the extent permitted by applicable law, reduce:

(A) The amount of any payments that any Cigna company owes you for any reason (including without limit any payments owed to you under any nonqualified retirement, deferred compensation or other plan or arrangement) by

(B) The Payment amount.

This reduction will not occur until the date a future payment to you is due.

(3) Cigna will send you a written notice and demand for all or part of any Payment amount. Within 30 days after you receive that notice and demand, you must make the Payment to Cigna.

9. ***Consequences of a Violation: Designation of Cigna as Agent and Attorney-in-Fact for Inventions***

You agree that:

(a) If Cigna Companies are unable to obtain your signature on any instruments needed to secure their rights in or relating to the Inventions pursuant to paragraph 7(c)(2)(A); then

(b) You hereby appoint Cigna companies and their duly authorized officers as your agents and attorneys in fact to act for and on your behalf to execute and file any documents and take other actions as may be necessary for Cigna companies to secure those rights.

10. ***Agreeing to Assume Risks***

Cigna, its stock plan administrator and its transfer agent will try to process your stock transaction requests in a timely manner; however, Cigna makes no promises or guarantees to you relating to the market price of the Shares or to the time it may take to act on your request to sell the Shares. By accepting this Restricted Stock grant:

(a) You acknowledge that the action you request may not be completed until several days after you submit it.

(b) You agree to assume the risks, including the risk that the market price of the Shares may change, related to delays described in paragraph 10(a) between the time you ask for any Shares to be sold and the time your Shares are actually sold.

11. ***Applicable Law***

You understand and agree that, except as otherwise provided in the Covenant Agreement, the terms and conditions of this Restricted Stock Grant and all determinations made under the Restricted Stock Grant Agreement, the Plan, and these Terms and Conditions will be interpreted under the laws of the State of Delaware, without regard to its conflict of laws rule.

For the avoidance of doubt, the terms and conditions of the Covenant Agreement and all determinations made under the Covenant Agreement will be interpreted under applicable state law as set forth in the Covenant Agreement.

12. ***Arbitration***

Except as otherwise provided in the Covenant Agreement, if you have an agreement with Cigna to arbitrate employment-related disputes, you agree to resolve any disputes relating to this Restricted Stock Grant through arbitration.

13. ***Acceptance***

If you disagree with any of these Terms and Conditions or the terms and conditions of the Covenant Agreement, YOU MUST NOT ACCEPT THE RESTRICTED STOCK GRANT. If you sign the Restricted Stock Grant or the Covenant Agreement, or acknowledge your acceptance electronically or otherwise, you will be:

(a) Agreeing to all the terms and conditions of the Restricted Stock Grant and of the Covenant Agreement, including the Inventions provision in paragraph 7(b) and all of the Promises;

(b) Warranting and representing to Cigna that you are, and will remain, in full compliance with all applicable terms and conditions;

(c) Authorizing Cigna to recover the Payment described in paragraph 8 and to seek any other available remedy pursuant to the Covenant Agreement, if you engage in a Violation; and

(d) Appointing Cigna as your agent and attorney-in-fact to secure rights with respect to Inventions if unable to obtain your signature as described in paragraph 9.

Cigna Corporation

Cigna Stock Unit Plan: Restricted Stock Unit Grant Agreement

Cigna Corporation ("Cigna") has granted you the number of restricted stock units of Cigna set forth below in this Restricted Stock Unit Grant Agreement ("Restricted Stock Unit Grant" or "Grant") under the Cigna Stock Unit Plan ("Plan"). The date of your Restricted Stock Unit Grant ("Grant Date") and the dates on which your Grant is scheduled to vest ("Vesting Dates") are also indicated below. The award is subject to the provisions of the Plan and the Terms and Conditions below.

The award of Units pursuant to this Restricted Stock Unit Grant is **expressly conditioned** on your acceptance of the terms and conditions of this Grant and of the attached Confidentiality, Non-Competition and Non-Solicitation Agreement (the "Covenant Agreement"). You should carefully read all the terms and conditions of this Restricted Stock Unit Grant and the attached Covenant Agreement and be sure you understand what they say and what your responsibilities and obligations are **before you click on the ACCEPT button** to acknowledge and agree to this Grant.

If you are not willing to agree to all of the Grant and Covenant Agreement terms and conditions, **do not accept the Grant and do not click the ACCEPT button** for the Restricted Stock Unit Grant Acknowledgment and Agreement. If you do not accept the Grant, you will not receive the benefits of the Grant.

If you do **click on the ACCEPT button**, you are accepting and agreeing to all of the terms and conditions of this Restricted Stock Unit Grant and the Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

Participant:
Grant Type:
Plan Name: Cigna Stock Unit Plan

Grant Date:
Total Granted:
Grant Price: (USD)

Vesting Schedule

Units Granted	Vesting Date

In addition to this Restricted Stock Unit Grant and the attached Covenant Agreement, you should also read the Plan Document and Key Contacts and Reference Materials document (attached to the Plan) and indicate that you have done so and agree to the terms of all documents attached to this Grant by checking the appropriate box in the online grant acceptance process. The Key Contacts and Reference Materials document contains information on how to get important stock award information (such as the Plan Prospectus, Tax Considerations and Cigna's Securities Transactions and Insider Trading Policy) and whom to contact if you have questions.

Please be aware that the Cigna Securities Transactions and Insider Trading Policy places restrictions on your transactions in Cigna securities and requires certain Cigna employees to obtain advance permission from the Corporate Secretary before executing transactions in Cigna securities.

If you have questions about your award, please contact Cigna Shareholder Services by email at shareholderservices@cigna.com or by phone at 215.761.3516.Important Notice: Restricted Stock Unit Grant and Covenant Agreement Acknowledgment and Agreement

By clicking on the ACCEPT button, I:
Acknowledge and represent to Cigna that I have:

1. received the Restricted Stock Unit Grant and the Covenant Agreement;
2. read and understand their terms and conditions, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions; and
3. received answers to any questions I had about the Grant and the Covenant Agreement and their terms and conditions, including the restrictive covenants.

Scroll down for the TERMS AND CONDITIONS of the Restricted Stock Unit Grant.

TERMS AND CONDITIONS OF YOUR [Year]

RESTRICTED STOCK UNIT GRANT -- GLOBAL

These Terms and Conditions are an important part of your grant of Restricted Stock Units from Cigna Corporation (Cigna). The terms of your Restricted Stock Unit grant are in: (a) the electronic Restricted Stock Unit Grant Agreement above, (b) these Terms and Conditions (including the Addendum), (c) the Covenant Agreement and (d) the Cigna Stock Unit Plan (Plan).

Certain words in this document with first letters capitalized are defined in the Restricted Stock Unit Grant Agreement above, these Terms and Conditions or Article 2 of the Plan. For purposes of these Terms and Conditions, "Employer" means Cigna or a Subsidiary that employs you on the applicable date. This grant is void if you are not an employee of Cigna or a Subsidiary (a Cigna company) on the Grant Date.

1. ***Restricted Stock Units; Restrictions***

Each Restricted Stock Unit (Unit) is a conditional right to receive:

(a) One share of Cigna Common Stock (Share); and

(b) One associated Dividend Equivalent Right (described in Section 4.2 of the Plan and paragraph 4 below).

Units are subject to certain Restrictions from the grant date until the applicable Payment Date described in paragraph 3. The Restrictions are:

(c) You cannot sell or transfer the Units to anyone; and

(d) Unless an early vesting exception applies (described in paragraph 3), you will forfeit (lose your right to) your unvested Units and all related rights (including the right to Dividend Equivalent payments) immediately upon your Termination of Employment.

Sections 4.3 and 4.6 of the Plan describe these Restrictions in more detail. In addition to these Restrictions, you must also comply with all the terms and conditions of this grant and the Covenant Agreement

2. ***Vesting***

(a) Except as described in paragraph 2(b) and subject to paragraph 2(c), the Restrictions on the Units will end (your Units will vest) on the applicable Payment Date described in paragraph 3, but only if you remain continuously employed by a Cigna company until the applicable Payment Date and comply with all the terms and conditions of this grant and the Covenant Agreement.

(b) Notwithstanding paragraph 2(a) and subject to paragraph 2(c), if your Termination of Employment is before an applicable Payment Date:

(1) Your Units will vest upon your Termination of Employment if it is Upon a Change of Control or due to your death or Disability; and

(2) Your Units *may* vest upon your Termination of Employment if it is due to your Early Retirement or Retirement and *if* the Committee or its designee (including Cigna's senior human resources officer) approves the early vesting before your Termination of Employment. If you want to be considered for early vesting when you retire, you must ask your manager or human resources representative far enough in advance of your retirement so there is time to process your request.

Whether there is a Termination Upon a Change of Control for purposes of this Restricted Stock Unit grant is determined by reference to a Change of Control (as defined in the Plan) of the entity issuing this grant (Cigna Corporation) and not by reference to a Change of Control of any predecessor entity of Cigna Corporation.

(c) You must comply in all respects with the terms and conditions of this grant and the Covenant Agreement, including those contained in the Addendum.

(d) If you are resident or employed in a country that is a member of the European Union, the grant of the Units, these Terms and Conditions and the Covenant Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent a court or tribunal of competent jurisdiction determines that any provision of these Terms and Conditions and the Covenant Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, Cigna, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

3. ***Payment***

(a) You have [ ] separate Payment Dates under this grant because the Units will vest in [ ] stages: [ ] on the [ ] anniversary of the Grant Date; [ ] on the [ ] anniversary of the Grant Date; and [ ] on the [ ] anniversary of the Grant Date.

(b) Any Units that vest on account of your death will be paid during the 90 day period immediately following your death to your surviving spouse or, if you have no surviving spouse when you die, to your estate unless otherwise provided under applicable law.

(c) For each Unit that vests, Cigna will make payment by issuing one Share as of the applicable Payment Date. Until the Shares are issued to you, you will not be a Cigna shareholder, not have the right to vote the Shares, and not receive actual dividends.

4. ***Dividend Equivalent Rights***

(a) Subject to the forfeiture provisions of this paragraph, your right to receive payments for Dividend Equivalent Rights associated with a Unit will vest on the scheduled Payment Date for the Unit described in paragraph 3 (Scheduled Payment Date). If you forfeit a Unit, you will forfeit the right to any Dividend Equivalent Rights payments associated with the Unit. You will also forfeit the right to any Dividend Equivalent Rights payments associated with a Unit if:

(1) you have a Termination of Employment before the Scheduled Payment Date for the Unit (even if the Unit vests under paragraph 2);

(2) the Scheduled Payment Date for the Unit occurs before the Unit vests (because vesting is delayed); or

(3) you are on a leave of absence when the Unit vests.

(b) Cigna or a Subsidiary will make a lump sum cash payment to you for vested Dividend Equivalent Rights within 70 days after the Scheduled Payment Date. The payment will equal (1) the number of Dividend Equivalent Rights that vested on the Scheduled Payment Date multiplied by (2) the amount of any dividends declared by Cigna's Board and paid on one Share as to any dividend record dates that occur between the date of grant and the Scheduled Payment Date. No interest will be paid on any Dividend Equivalent Rights payments. The payments, less applicable taxes withheld, may be included in your regular paycheck or direct deposit.

5. ***Tax Withholding***

(a) Section 8.4 of the Plan shall apply to any Tax-Related Items (as defined below) pertaining to the Units, the Shares issued in settlement of the Units or any Dividend Equivalent Rights that Cigna and/or your Employer are required to withhold under applicable local law. Upon the vesting or

payment of any Unit or part of a Unit, Cigna reserves the right to satisfy any liability for Tax-Related Items by withholding enough newly-issued Shares to cover all or part of the applicable liability for Tax-Related Items.

(b) Regardless of any action Cigna and/or your Employer take with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding (Tax-Related Items), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility. Cigna and/or your Employer:

(1) Make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units (including the grant of the Units, the vesting of the Units, the payment of the Units the subsequent sale of any Shares acquired pursuant to the Units, and the receipt of any dividends or dividend equivalents);

(2) Do not commit to structure the terms of the grant or any aspect of the Units to reduce or eliminate your liability for Tax-Related Items; and

(3) May be required to withhold or account for Tax-Related Items in more than one jurisdiction if you are subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event.

If your country of residence (and/or your country of employment, if different) requires withholding of Tax-Related Items, Cigna shall satisfy any applicable withholding obligation as described in paragraph 5(a). In the event that withholding in Shares is prohibited or problematic under applicable law or otherwise may trigger adverse consequences to Cigna or your Employer, your Employer may withhold Tax-Related Items required to be withheld in cash from your regular salary and/or wages, or other amounts payable to you. By accepting the Units, you expressly consent to the withholding of applicable Tax-Related Items as provided for hereunder. You agree to pay Cigna or your Employer any amount of Tax-Related Items that Cigna or your Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means described above. All other Tax-Related Items related to the Units and any Shares acquired pursuant to the Units are your sole responsibility.

6. ***Book-Entry Shares; Sale of Shares***

(a) Upon payment of the Shares as described in paragraph 2, Cigna (or a custodian appointed by Cigna) will hold your Shares in book-entry form in a Stock Account. That is, a record of your Share ownership will be kept electronically.

(b) You may generally sell or transfer the Shares at any time, but your right to sell the Shares may be limited by Cigna. This right is subject to the terms of Cigna's Securities Transactions and Insider Trading Policy, and Cigna reserves the right, for any reason at any time, to suspend or delay action on any request you make to sell the Shares.

7. ***Conditions of Grant***

(a) By accepting the grant, you are agreeing:

(1) to the Inventions provision in paragraph 7(b);

(2) to the restrictions contained in the attached Covenant Agreement and in paragraph 7(c)(2) below (such restrictions collectively, the "Promises");

(3) to **notify Cigna** if you accept an offer to perform services for any individual or entity while you are subject to the non-competition Promise under the Covenant Agreement. Such notice shall be provided by email to Cigna Shareholder Services (shareholderservices@Cigna.com) within 10 days of your acceptance of the offer and shall identify the individual or entity and your anticipated start date;

(4) to **disclose the terms of the Promises** (including, without limitation the Promises related to non-solicitation and non-competition) and the consequences of a Violation (as defined below) **to any individual or entity** for whom you perform services during the 12 month period immediately following your Termination of Employment; and

(5) not to engage in any activity that would constitute a Violation (as defined below).

You understand and agree that the conditions of the grant set forth in this paragraph 7(a) are a material part of the inducement for Cigna's granting you the Units and essential pre-conditions to your eligibility to exercise any rights associated with the grant and retain any benefit from the vesting of the Units and issuance of the Shares.

The award of Units pursuant to this Restricted Stock Unit Grant is **expressly conditioned** on your acceptance of the terms and conditions of this Grant and of the attached Covenant Agreement. If you **decide to accept** this Restricted Stock Unit Grant, you are accepting and agreeing to all of the terms and conditions of this Grant and of the attached Covenant Agreement, which include, among other things, restrictive covenants such as non-competition, customer and employee non-solicitation and non-disclosure provisions and litigation cooperation and intellectual property assignment and assistance provisions.

You should review the terms of this Grant and the Covenant Agreement carefully to ensure that you understand what they say and what your responsibilities and obligations are **before you click on the accept button** to acknowledge and agree to this Grant.

(b) ***Inventions***

(1) You hereby assign and promise to assign to Cigna companies or their designee, all your right, title, and interest in and to any and all current and future Inventions. You acknowledge that all original works of authorship which you make (whether alone or jointly with others) within the scope of your Cigna company employment and which are protectable by copyright are “works made for hire,” as defined in the United States Copyright Act.

(2) You agree to (i) maintain and make available adequate current records, including electronic records, notes, sketches and drawings, of all Inventions you make, and (ii) disclose such Inventions in writing upon request. These records will remain the property of Cigna companies.

(3) If in the course of your Cigna company employment, you incorporate a Prior Invention into any Cigna company work product, you grant Cigna companies a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use the Prior Invention as part of or in connection with the work product. Within 45 days after the date of this grant, you agree to notify Cigna Shareholder Services (shareholderservices@Cigna.com) of any Prior Inventions that you are not assigning under this paragraph 7(b).

(4) “Inventions” means any and all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets, or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company’s current or proposed business, work products or research and development which you have or will solely or jointly conceive, develop, reduce to practice, or fix during your Cigna company employment.

(5) “Prior Inventions” means all inventions, original works of authorship, developments, concepts, sales methods, improvements, trade secrets or similar intellectual property, whether or not patentable or registrable under copyright or similar laws, that relate to any Cigna company’s current or proposed business, work products or research and development which you conceived, developed, reduced to practice or fixed before your Cigna company employment and which belong to you.

(c) ***Violation***

You will engage in a “Violation” if, directly or indirectly, you engage in any willful misconduct as described in paragraph 7(c)(1) below or you break any of the Promises.

(1) **Willful Misconduct**:

(A) You have a Termination of Employment initiated by a Cigna company because you engaged in conduct that constitutes a gross violation of Cigna's Code of Ethics and Principles of Conduct or other employment policies.

(B) You do anything else while an employee of any Cigna company that is not discovered by the company until after your Termination of Employment and that would, if you had still been employed at the time of the discovery, be reason for your Termination of Employment for willful misconduct, as described above.

(2) **Promise to Assist with Patent and Copyright Registrations**:

(A) You Promise that, during your Cigna company employment and after your Termination of Employment, you will assist Cigna companies, should they request and at Cigna's expense, to secure their rights (including any copyrights, patents, trademarks or other intellectual property rights) in or relating to the Inventions in any and all countries, including by:

(i) disclosing to Cigna companies all pertinent information and data; and

(ii) executing all applications, assignments or other instruments necessary to apply for and obtain these rights and assign them to Cigna companies.

(d) (1) If you were an Executive Officer (subject to the requirements of Section 16(a) of the Exchange Act) at any time during the 24-month period before the date of a Violation of the Covenant Agreement, the People Resources Committee will have the sole discretion to waive your obligation to make all or any part of the Payment (described in paragraph 8) and to impose conditions on any waiver.

(2) Otherwise, Cigna's Senior Human Resources Officer, or his or her designee, will have the sole discretion to waive your obligation to make all or any part of the Payment and to impose conditions on any waiver.

(3) Determinations of the People Resources Committee, Cigna's Senior Human Resources Officer, or his or her designee, will be final and binding on all parties.

8. ***Consequences of a Violation: Payment to Cigna***

Important: This paragraph 8 is not Cigna's only remedy for a Violation. Cigna may seek any additional legal or equitable remedy, including as described in the Covenant Agreement.

(a) If you engage in any Violation at any time:

(1) You will immediately forfeit all unvested Units; and

(2) No payment will be made for any Units that have vested under paragraph 2(b) if a Violation occurs before the applicable Payment Date.

(b) You must immediately make the Payment described in paragraph 8(c) to Cigna in the manner described in paragraph 8(d) if:

(1) You engage in a Violation of the non-competition or non-solicitation restrictions of the Covenant Agreement; or

(2) You engage in a Violation described in paragraph 7(c)(1) (willful misconduct), or any other Violation (e.g. you disclose Cigna company Confidential Information in violation of the Covenant Agreement) **at any time**.

(c) "Payment" is the value you realize from any Units that are paid under paragraph 3 during the 12-month period ending on (and including) the date of your Termination of Employment. The Payment will equal:

(1) The number of Units that are paid during that 12-month period;

multiplied by

(2) The Fair Market Value of the Shares issued on the Payment Date for those Units;

plus

(3) The total amount of all Dividend Equivalent Right and actual dividends, if any, paid to you on those Units or Shares through the date of the Payment described in paragraph 8(d).

(d) Cigna will recover the Payment from you by any means permitted by applicable law, at the sole discretion of Cigna management, including but not limited to any or all of the following methods:

(1) If you have any Shares in a Stock Account or in any other account in book-entry form when a Violation occurs, Cigna will take back from you the whole number of Shares that has a total Fair Market Value as of the date of the Violation up to, but not more than, the Payment amount.

(2) Cigna will, to the extent permitted by applicable law, reduce:

(A) The amount of any payments that any Cigna company owes you for any reason (including without limit any payments owed to you under any nonqualified retirement, deferred compensation or other plan or arrangement) by

(B) The Payment amount.

This reduction will not occur until the date a future payment to you is due.

(3) Cigna will send you a written notice and demand for all or part of any Payment amount. Within 30 days after you receive that notice and demand, you must make the Payment to Cigna.

9. ***Consequences of a Violation: Designation of Cigna as Agent and Attorney-in-Fact for Inventions***

You agree that:

(a) If Cigna Companies are unable to obtain your signature on any instruments needed to secure their rights in or relating to the Inventions pursuant to paragraph 7(c)(2)(A); then

(b) You hereby appoint Cigna companies and their duly authorized officers as your agents and attorneys in fact to act for and on your behalf to execute and file any documents and take other actions as may be necessary for Cigna companies to secure those rights. You agree to execute documents and take other actions as may be necessary under local law to effectuate this appointment.

10. ***Agreeing to Assume Risks***

Cigna, its stock plan administrator and its transfer agent will try to process your stock transaction requests in a timely manner; however, Cigna makes no promises or guarantees to you relating to the market price of the Shares or to the time it may take to act on your request to sell the Shares. By accepting this Restricted Stock Unit grant:

(a) You acknowledge that the action you request may not be completed until several days after you submit it.

(b) You agree to assume the risks, including the risk that the market price of the Shares may change, related to delays described in paragraph 10(a) between the time you ask for any Shares to be sold and the time your Shares are actually sold.

11. ***Applicable Law***

You understand and agree that, except as otherwise provided in the Covenant Agreement, the terms and conditions of this Restricted Stock Unit Grant and all determinations made under the Restricted Stock Unit Grant Agreement, the Plan, and these Terms and Conditions will be interpreted under the laws of the State of Delaware, without regard to its conflict of laws rule.

For the avoidance of doubt, the terms and conditions of the Covenant Agreement and all determinations made under the Covenant Agreement will be interpreted under applicable law as set forth in the Covenant Agreement.

12. ***Arbitration***

Except as otherwise provided in the Covenant Agreement, if you have an agreement with Cigna to arbitrate employment related disputes, you agree to resolve any disputes relating to this Restricted Stock Unit Grant through arbitration.

13. ***Discretionary Nature of Grant; No Vested Rights***

You acknowledge and agree that:

(a) The Plan is established voluntarily by Cigna and is discretionary in nature and may be amended, cancelled, or terminated by Cigna, in its sole discretion, at any time;

(b) The grant of the Units under the Plan is a voluntary one-time benefit and does not create any contractual or other right to receive a future grant of Units or future benefits in lieu of Units.

(c) Future grants, if any, will be at the sole discretion of Cigna, including, but not limited to, the form and timing of any grant, the number of Units granted and the vesting provisions.

(d) Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of your employment with your Employer.

(e) The future value of the Units is unknown, indeterminable, and cannot be predicted with certainty.

(f) No claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from your Termination of Employment or by your Violation of any of the terms and conditions of the Covenant Agreement (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or rendering services or the terms of your employment agreement, if any), and in consideration of the grant of the Units to which you are otherwise not entitled, you irrevocably agree never to institute any claim against your Employer, Cigna or any other Subsidiary or Affiliate, waive your

ability, if any, to bring any such claim, and releases your Employer, Cigna and any other Subsidiary or Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

(g) Neither your Employer, Cigna nor any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Units or of any amounts due to you pursuant to the Units.

(h) The grant of the Units shall not create any employment relationship with Cigna or any of its Subsidiaries or Affiliates. Further, the grant of the Units shall not confer upon you any right of continued employment with your Employer nor limit in any way the right of your Employer to terminate your employment at any time.

14. ***Termination Indemnities***

Your participation in the Plan is voluntary. The value of the Units and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of your employment (and your employment contract, if any). Any grant under the Plan, including the grant of the Units, is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement benefits or similar payments.

15. ***Compliance***

As a condition of the grant of the Units, you agree to:

(a) Repatriate all payments attributable to the Units in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different);

(b) Take any and all actions, and consent to any and all actions taken by Cigna and/or its Subsidiaries, as may be required to allow Cigna and/or its Subsidiaries to comply with local laws, rules and regulations in your country of residence (and country of employment, if different); and

(c) Take any and all actions that may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

16. ***No Public Offering of Securities***

The grant of the Units is not intended to be a public offering of securities in your country of residence (and country of employment, if different). Cigna has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law).

17. ***Insider Trading Laws***

By participating in the Plan, you expressly agree to comply with Cigna's Securities Transactions and Insider Trading Policy and any other of its policies regarding insider trading or personal account dealing applicable to you. Further, you expressly acknowledge and agree that, depending on your country of

residence or your broker's, or where the Shares are listed, you may be subject to insider trading restrictions and/or market above laws which may affect your ability to accept, acquire, sell or otherwise dispose of the Shares, rights to the Shares (e.g., the Units) or rights linked to the value of the Shares, during such times you are considered to have, "inside information" or similar types of information regarding Cigna as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you place before you possessed such information. Furthermore, you may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other employees of Cigna or any of its Subsidiaries or Affiliates). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Cigna policies. You expressly acknowledge and agree that it is your responsibility to comply with any applicable restrictions, and you should consult your personal advisor for additional information on any trading restrictions that may apply to you.

18. ***Electronic Delivery and Acceptance***

Cigna may, in its sole discretion, decide to deliver any documents related to the Units or other awards granted to you under the Plan and the Covenant Agreement by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Cigna or a third party designated by Cigna.

19. ***English Language***

If you are resident outside of the United States, you acknowledge and agree that it is your express intent that the Restricted Stock Unit Grant Agreement, these Terms and Conditions, the Plan, the Covenant Agreement and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Units, be drawn up in English. If you have received these Terms and Conditions, the Plan, the Covenant Agreement or any other documents related to the Units translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

20. ***Addendum***

Notwithstanding any provisions of these Terms and Conditions to the contrary, the Units shall be subject to any special terms and conditions for your country of residence (and country of employment, if different) set forth in an addendum to these Terms and Conditions (an "Addendum"). Further, if you transfer your residence and/or employment to another country reflected in an Addendum to these Terms and Conditions at the time of transfer, the special terms and conditions for such country will apply to you to the extent Cigna determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the award, the Plan and the Covenant Agreement (or Cigna may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, any applicable Addendum shall constitute part of these Terms and Conditions.

21. ***Additional Requirements***

Cigna reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Cigna determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the award, the Plan and the Covenant Agreement. Such

requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

22. ***Data Privacy Consent***

Cigna is located at 900 Cottage Grove Road, Bloomfield, Connecticut 06002, United States of America and grants Units under the Plan to employees of Cigna and its Subsidiaries and Affiliates in its sole discretion. In conjunction with Cigna's grant of the Units under the Plan and its ongoing administration of such awards, Cigna is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Units, you expressly and explicitly consent to the personal data activities as described herein.

(a) Data Collection, Processing and Usage. Cigna collects, processes and uses your personal data, including your name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in Cigna, and details of all Units or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor, which Cigna receives from you or the Employer. In granting the Units under the Plan, Cigna will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan and the terms and conditions of the Covenant Agreement. Cigna's legal basis for the collection, processing and usage of your personal data is your consent.

(b) Stock Plan Administration Service Provider. Cigna transfers your personal data to Fidelity Stock Plan Services, LLC, an independent service provider based in the United States, which assists Cigna with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, Cigna may select a different Stock Plan Administrator and share your personal data with another company that serves in a similar manner. The Stock Plan Administrator will open / maintain an account for you to receive and trade Shares acquired under the Plan.

(c) International Data Transfers. Cigna and the Stock Plan Administrator are based in the United States. You should note that your country of residence may have enacted data privacy laws that are different from the United States. Cigna's legal basis for the transfer of your personal data to the United States is your consent.

(d) Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you later withdraw your consent, you may be unable to participate in the Plan. This would not affect your existing employment or salary; instead, you merely may forfeit the opportunities associated with the Plan.

(e) Data Subjects Rights. You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data Cigna processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

23. ***Acceptance***

If you disagree with any of these Terms and Conditions or the terms and conditions of the Covenant Agreement, YOU MUST NOT ACCEPT THE RESTRICTED STOCK UNIT GRANT.

If you sign the Restricted Stock Unit Grant or the Covenant Agreement, or acknowledge your acceptance electronically or otherwise, you will be:

(a) Agreeing to all the terms and conditions of the Restricted Stock Unit grant and of the Covenant Agreement, including the Inventions provision in paragraph 7(b) and all of the Promises;

(b) Warranting and representing to Cigna that you are, and will remain, in full compliance with all applicable terms and conditions;

(c) Authorizing Cigna to recover the Payment described in paragraph 8 and to seek any other available remedy pursuant to the Covenant Agreement if you engage in a Violation; and

(d) Appointing Cigna as your agent and attorney-in-fact to secure rights with respect to Inventions if unable to obtain your signature as described in paragraph 9.

CIGNA CORPORATION
CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

In consideration of Cigna Corporation and/or its affiliates, subsidiaries, successors, assigns, or related companies or entities (collectively the "Company") employing me, compensating me, providing me with access to Confidential Information, and/or access to the Company's customers and clients and the opportunity to develop and maintain relationships and goodwill with them, and/or other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, the undersigned employee ("Employee") enters into this *Confidentiality, Non-Competition and Non-Solicitation Agreement* (the "Agreement"). Employee acknowledges and agrees that the provisions of this Agreement are part of and a condition of Employee's employment with the Company.

Section 1 Confidentiality, Non-Solicitation & Non-Competition

a. Confidentiality, Non-Disclosure and Non-Use Obligations.

(a) Employee agrees that all records and Confidential Information obtained by Employee as a result of Employee's employment with the Company, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein or derived therefrom, are confidential and the sole and exclusive property of the Company. Employee understands and agrees that the business of the Company and the nature of Employee's employment will require Employee to have access to Confidential Information of and about the Company, its business, its prospects, and its Customers. During Employee's employment and thereafter, Employee will not use Confidential Information or remove any such records or information from the premises or computer systems of the Company except for the sole purpose of conducting business on behalf of the Company. Employee further agrees that during Employee's employment and thereafter, Employee will not, without express consent of the Company, divulge or disclose this Confidential Information to any third party other than for the purposes of performing Employee's job duties with the Company, and under no circumstances will Employee reveal or permit this information to become known by any competitor of the Company.

(b) Employee agrees not to use or attempt to use any Confidential Information on behalf of any person or entity other than the Company, or in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to the Company. If at any time over the last two years of Employee's employment with the Company, Employee's position included access to Confidential Information as described above, specifically related to the Company's procurement of prescription drugs, Employee understands and agrees that Employee's subsequent employment with a pharmaceutical manufacturer, distributor or supplier ("Pharmaceutical Entity") would create a substantial risk of use and/or disclosure of Confidential Information with which Employee has been or will be entrusted during Employee's employment with the Company. Specifically, Employee agrees that the disclosure of such Confidential Information to the Company's pharmacy benefits management competitors with which one may negotiate in the course of employment with such Pharmaceutical Entity, would cause immediate and irreparable harm to the Company. In light of this risk of disclosure under such circumstances, and in recognition of the severity of harm that would result from such disclosure, Employee acknowledges and agrees that the Company will be entitled to immediate

injunctive relief to prevent Employee from disclosing any such Confidential Information in the course of Employee's employment with any such Pharmaceutical Entity.

(c) During Employee's employment, Employee shall not make, use, or permit to be used, any materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs other than for the benefit of the Company. Employee shall not, after the termination of Employee's employment, use or permit to be used any such materials and shall return same in accordance with Section 1.2 below.

(d) Employee will promptly notify the Company if Employee becomes aware of or suspects any unauthorized use or disclosure of Confidential Information by Employee or anyone else, whether intentional or accidental.

(e) Notwithstanding anything to the contrary in this Agreement, pursuant to United States federal law as set forth in 18 USC Section 1833(b), Employee understands that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information that is a trade secret that is made: (1) confidentially to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose such trade secret to Employee's attorney and use the trade secret information in related court proceedings, provided that Employee files any document containing the trade secret information under seal and does not disclose the trade secret, except pursuant to court order.

b. Return of Information, Records and Materials.

Employee agrees that upon termination of Employee's employment with the Company or at the request of the Company at any time, Employee will immediately deliver to the Company all property of the Company, including without limitation all equipment owned or leased by the Company, and all documents, information, records, materials, and copies thereof in any form, that are related in any way to the Company or its business, or which are otherwise referred to in Section 1.1 above and as defined in Section 1.9 below. Employee understands that this includes, but is not limited to, delivery to the Company of all documents, memoranda, notes, records, data, computer programs, disks, data contained on hard drives or other computer or electronic storage media, or reports (and all copies thereof) made or compiled by, delivered to, or otherwise acquired by Employee concerning, containing or embodying any Confidential Information.

c. Non-Competition Covenant.

i.Employee agrees that, during the Restricted Period and in any Restricted Area, Employee shall not, directly or indirectly by assisting, [provide services to a Competitor of the Company] [provide services to a Competitor of the Company that: (i) are the same or similar in function or purpose to the services Employee provided to the Company at any time during the last twenty-four months of Employee's employment by the Company; or (ii) will likely result in the disclosure of Confidential Information to a Competitor or the use of Confidential Information on behalf of a Competitor]. Employee's agreement not to provide such services to a Competitor applies regardless of whether Employee does so as an employee, owner, partner, principal,

advisor, independent contractor, consultant, agent, officer, director, investor, or shareholder. Notwithstanding the foregoing, Employee's ownership of less than 1% of the outstanding shares of a publicly traded company that constitutes a Competitor shall not be deemed to be providing services to such Competitor solely by virtue of owning such shares.

ii.Employee agrees that during the Restricted Period, Employee shall not, directly or indirectly, work on a Company account on behalf of a Customer or Business Partner or serve as the representative of a Business Partner or Customer for such Business Partner's or Customer's relationship with the Company.

iii.During the Restricted Period, if a representative of the Company requests that Employee identify the company or business to which Employee will be or is providing services, or with which Employee will be or is employed, and requests that Employee provide information about the services that Employee is or will be providing to such entity, Employee shall provide the Company with a written statement containing such information with sufficient detail to allow the Company to independently assess whether Employee is or will be in violation of this Agreement. Such statement shall be delivered to the Company's senior director of Executive Compensation or his or her authorized delegate via personal delivery, email or overnight delivery within five calendar days of Employee's receipt of such request.

iv.Notwithstanding the foregoing, where applicable, this Section 1.3 will apply only to the extent permissible under (i) the ABA Model Rules of Professional Conduct's provisions regarding restrictions on the right to practice law, and/or (ii) any applicable state counterpart similarly addressing restrictions on the right to practice law.

d. Non-Solicitation/Interference - Employees.

i.Employee acknowledges that the Company has a legitimate protectable interest in maintaining a stable and undisrupted workforce. Employee agrees that during the Restricted Period, Employee will not, directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, employ, solicit for employment, recruit, or otherwise seek to employ or retain the services of any employee or contractor of the Company, or in any way assist or facilitate any such employment, solicitation, or retention effort.

ii.Employee agrees that during the Restricted Period, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any employee or contractor of the Company to discontinue, in whole or in part, his/her employment relationship or engagement with the Company.

iii.The restrictions in this Section apply only to those employees or contractors of the Company with whom Employee worked or whom Employee supervised or about whom Employee obtained non-public information, in each case at any time during the twenty-four months preceding termination of Employee's employment with the Company.

e. Non-Solicitation/Interference - Customers or Business Partners.

i.Customers / Business Partners.

1. During the Restricted Period, Employee shall not, directly or indirectly, solicit any Customer or Business Partner for the purpose of (A) providing or selling services or goods and products of a nature being provided or sold by the Company, or (B) entering into or seeking to enter into any contract or other arrangement with any Customer or Business Partner for the performance or sale of services or goods and products of a nature being provided or sold by the Company. Employee's agreement "not to solicit" as set forth in this Section 1.5(a) means that Employee will not, directly or indirectly, initiate any contact or communication with any Customer or Business Partner for the purpose of soliciting, inviting, encouraging, recommending or requesting any Customer or Business Partner to do business with Employee and/or a Competitor in connection with the performance or sale of services or goods and products of a nature being provided or sold by the Company or take a position where Employee would likely engage in such prohibited solicitation.

2. During the Restricted Period, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Customer or Business Partner to discontinue, in whole or in part, its patronage or business relationship with the Company.

3. During the Restricted Period, Employee shall not, directly or indirectly, accept any business from, provide services to, or do any business with, any Customer or Business Partner in connection with the performance or sale of services or goods and products of a nature being provided or sold by the Company.

ii. Acknowledgement. Employee acknowledges that as a result of Employee's employment with the Company, Employee will be acting as a representative of the Company and will be using the Company's assets and resources, and will be benefiting from the Company's goodwill, name recognition, reputation, and experience in regard to these Customers and Business Partners, and Employee will gain Confidential Information about these Customers and Business Partners, and consequently, the covenants set forth above are reasonable and necessary to protect the Company's legitimate business interests. Employee agrees that the covenants in this Section will apply to all Customers and Business Partners, even if the identity of certain Customers and Business Partners of the Company may be publicly known, and even if Employee knew or had previous dealings with one or more such Customers or Business Partners prior to Employee's employment with the Company.

f. Injunctive Relief; Expedited Discovery.

i. In the event that Employee breaches or threatens to breach, or the Company reasonably believes Employee is about to breach, any of the restrictive covenants in this Agreement, the Company will be entitled to injunctive relief as well as an equitable accounting of all earnings, profits and other benefits arising from violation of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled in law or equity. Employee agrees that the Company will suffer immediate and irreparable harm and that money damages will not be adequate to compensate the Company or to preserve the status quo. Therefore, Employee hereby consents to the issuance of a temporary restraining order and other injunctive relief necessary to enforce this Agreement.

(b) Employee hereby agrees that the duration of any injunction shall be increased in an amount equal to any period of time during which Employee failed to comply with the covenants contained in this Agreement.

(c) Employee and the Company agree that any application for temporary restraining order and/or temporary or preliminary injunctive relief shall be adjudicated exclusively in a court of competent jurisdiction, even if Employee and the Company are parties to an arbitration agreement that otherwise includes disputes under this Agreement. Employee agrees that the injunctive relief to which Employee consents hereinabove, under the circumstances addressed in this Section 1.6(c), shall be granted by a court of competent jurisdiction pending arbitration on the merits in order to preserve the status quo pending such arbitration.

(d) Employee agrees that in any proceeding alleging breach of this Agreement (whether in court or in arbitration), the Company and Employee each shall have the right to engage in deposition and document discovery, and the Company shall have the right to conduct forensic examination(s) of any computers and/or electronic devices in Employee's possession or control, if the Company reasonably believes such devices contain Confidential Information or other Company property. The Company and Employee further agree that in connection with any application for injunctive relief to enforce this Agreement (including without limitation any application for temporary and/or preliminary injunctive relief), the foregoing discovery shall be conducted on an expedited basis, including expedited document and deposition discovery.

(e) If any dispute under this Agreement is subject to resolution by arbitration under an agreement or program agreed to by Employee and the Company, Employee understands and agrees that Employee's agreement to engage in expedited discovery as outlined in Section 1.6(d) is an essential term of the parties' arbitration agreement, and these provisions are intended to supplement and modify any applicable arbitration rules which may be incorporated into any arbitration agreement that is applicable to the dispute. Accordingly, Employee and the Company request that any court of competent jurisdiction order such expedited discovery in order to enforce the parties' arbitration agreement as written and in accordance with its terms.

g. Notice of Agreement.

Employee agrees that Employee will tell any prospective new employer, partner in a business venture, investors and/or any entity seeking to engage Employee's services, prior to accepting employment, engagement as a consultant or contractor, or engaging in a business venture, that this Agreement exists, and further, Employee agrees to provide a true and correct copy of this Agreement to any such individual or entity prior to accepting any such employment or entering into any such engagement or business venture. Employee further authorizes the Company to provide a copy of this Agreement to any such entity(ies) or individual(s).

h. Modification & Severability; Other Restrictive Covenants.

If any section, provision, paragraph, phrase, word, and/or line (collectively "Provision") of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable Provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any Provision of this Agreement shall not affect the

validity or enforceability of the remaining Provisions, which shall be enforced as if the offending Provision had not been included in this Agreement.

If one or more post-employment restrictive covenants in this Agreement are found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any provision(s) of any prior agreement between the parties that would provide for restriction(s) on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall remain in effect, to the extent enforceable. Therefore, on a going forward basis, this Agreement shall be read in conjunction with all prior and future agreements, to the extent enforceable, on the same subject matter so as to afford the Company the broadest protections allowed under applicable law.

i. Definitions.

"***Business Partner***" means a vendor, healthcare provider, supplier, manufacturer, agency, broker, regional marketing director, employee benefit plan or trust, hospital, hospital system, long-term care facility, and/or pharmaceutical manufacturer with whom the Company has a business relationship, provided that Employee had business-related contact with the Business Partner in the last twenty-four months of employment with the Company or had access to non-public information regarding such Business Partner during such period because of Employee's employment relationship with the Company.

*"**Competitor**"* means any person, entity or organization engaged (or about to become engaged or preparing to become engaged) in a business similar to, or that competes with, the business of the Company, including without limitation any person or organization that provides any product or service that is similar to or competes with any product or service which has been offered or provided by the Company at any time during the twenty-four months preceding Employee's termination of employment. The term "Competitor" specifically includes without limitation any person, entity or organization that provides any of the following:

(i) pharmacy benefits management ("PBM"), including: (a) the administration of pharmacy benefits for businesses, government agencies and health plans; (b) mail order pharmacy; (c) specialty pharmacy; (d) prescription drug claims processing or formulary development or administration; (e) the procurement of prescription drugs at a negotiated rate for dispensing; and (f) Medicare Part D services;

(ii) pharmaceutical products and ancillary services, including specialty pharmaceutical products and support services and the provision of related pharmacy consulting, data management services and medical supplies;

(iii) prescription infusion drugs and related services ("Infusion");

(iv) insurance ("Insurance") including: (a) health, medical, dental, disability, life, travel and accident insurance coverages, plans, programs, products and services; (b) managed health care products and services; (c) dental, vision, workers' compensation and employee assistance program products and services; (d) wellness products and services to employers, government agencies, health plans, other businesses or third party payers; (e) administrative services provided to benefit plans; and/or (f) other voluntary products that are excepted benefits under HIPAA;

(v) population health management products and services ("Health Management");

(vi) medical benefits management ("MBM"), including: (a) the design or commercialization of software that uses natural language processing or clinical judgment to perform clinical order appropriateness determination; (b) risk adjustment/medical coding; (c) clinical registry reporting services; (d) prospective healthcare utilization management review; and (e) utilization review or other management services relating to, or assumption of financial risk (including insurance risk) with respect to any clinical or other area entered into by the Company during the period of Employee's employment;

(vii) the administration of (i) — (vi) above ("Administration");

(viii) audit reviews or other consulting or advisory services with respect to any relationship between the Company and any third party, including its customers, vendors, suppliers and drug manufacturers, as to a subject matter which is the same as or similar to subject matters with respect to which Employee provided services to the Company during the last twenty-four months of Employee's employment with the Company, or about which Employee had access to Confidential Information during the last twenty-four months of Employee's employment with the Company; and/or

(ix) any other product or service the Company was actively preparing to offer or provide during the last twenty-four months of Employee's employment with the Company.

*"**Confidential Information**"* means all confidential and/or proprietary information and trade secrets that are not generally known to the public, in any form, whether oral, written, computerized or otherwise, regarding the Company, including but not limited to: computer code generated or developed by the Company; software or programs and related documentation; strategic compilations and analysis; strategic processes; business or financial methods, practices and plans; non-public costs and prices; operating margins; marketing, merchandising and selling techniques and information; customer lists and information; prospective customer lists and information; provider lists and information; vendor, supplier, and business partner lists and information; details of customer agreements; pricing arrangements with pharmaceutical manufacturers, distributors or suppliers including but not limited to any discounts and/or rebates; pricing arrangements with insurance clients and customers; pharmacy reimbursement rates; premium information; payment rates; contractual forms; expansion strategies; real estate strategies; operating strategies; sources of supply; patient records; business plans; other financial, commercial, business or technical information related to the Company and confidential information of third parties which is given to the Company pursuant to an obligation or agreement to keep such information confidential.

*"**Customer**"* means a customer (person or entity) or prospective customer (person or entity), provided that Employee had business-related contact with the customer or prospective customer in the last twenty-four months of employment with the Company or had access to non-public information regarding such customer or prospective customer during such period because of Employee's employment relationship with the Company.

*"**Restricted Area**"* refers to (i) those states, districts and territories of the United States in which the Company conducts its business; and (ii) any other countries in [which the Company conducts its business] [which: (1) the Company conducts business that, during the past twenty-four months, Employee had involvement in or responsibility for; or (2) Employee could use or disclose the Company's Confidential Information for the benefit of a Competitor].

"***Restricted Period***" refers to the duration of Employee's employment with the Company, plus the [one-year] [two-year] period immediately following the termination of Employee's employment with the Company for any reason.

Section 2 Additional Terms

Section 2.1 Choice of Law, Jurisdiction & Venue.

(a) This Agreement will be governed by, construed, interpreted, and its validity determined under the law of the State, Province or Territory in which Employee last worked for the Company, without regard to such jurisdiction's conflicts of laws principles. Such law shall govern regardless of the court or arbitration forum in which a dispute may be adjudicated.

(b) Employee and the Company agree that the exclusive and mandatory venue for adjudicating any disputes under this Agreement shall be the federal court or state (or provincial or territorial, as the case may be) court having original jurisdiction for the location in which Employee last worked for the Company. Employee and the Company hereby consent to jurisdiction in such court for such purpose, and Employee consents to service of process by mail in respect of any such suit, action or proceeding. Employee and the Company further agree not to file any action relating in any way to this Agreement in any court other than as specified in this Section. Notwithstanding any of the foregoing, if any dispute under this Agreement is subject to resolution by arbitration under an agreement or program agreed to by Employee and the Company, then such arbitration shall be the sole and exclusive venue for adjudicating such disputes, other than any requests for a temporary restraining order and/or a temporary or preliminary injunction pending arbitration, which are reserved exclusively for adjudication in court pursuant to Section 1.6 above even in otherwise arbitrable disputes.

Section 2.2 Cooperation.

(a) In the event Employee receives a subpoena, deposition notice, interview request, or other process or order to testify or produce Confidential Information or any other information or property of the Company, Employee shall promptly: (i) notify the Company of the item, document, or information sought by such subpoena, deposition notice, interview request, or other process or order; (ii) furnish the Company with a copy of said subpoena, deposition notice, interview request, or other process or order; and (iii) provide reasonable cooperation with respect to any procedure that the Company may initiate to protect Confidential Information or other interests. If the Company objects to the subpoena, deposition notice, interview request, process, or order, Employee shall cooperate to ensure that there shall be no disclosure until the court or other applicable entity has ruled upon the objection, and then only in accordance with the ruling so made. If no such objection is made despite a reasonable opportunity to do so, Employee shall be entitled to comply with the subpoena, deposition, notice, interview request, or other process or order provided that Employee has fulfilled the above obligations.

(b) Employee will cooperate fully with the Company, its affiliates, and their legal counsel in connection with any action, proceeding, or dispute arising out of matters with which Employee was directly or indirectly involved while serving as an employee of the Company, its predecessors, subsidiaries or affiliates. This cooperation shall include, but shall not be limited to, meeting with, and providing information to, the Company and its legal counsel, maintaining the confidentiality of any past or future privileged communications with the Company's legal counsel

(outside and in-house), and Employee making himself or herself available to testify truthfully by affidavit, in depositions, or in any other forum on behalf of the Company. The Company agrees to reimburse Employee for any reasonable and necessary out-of-pocket costs associated with Employee's cooperation.

Section 2.3 Binding Effect and Assignability.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. Employee agrees that, should the Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement. Notwithstanding the foregoing, Employee may not assign this Agreement.

Section 2.4 No Waiver of Rights; Amendment; Other Agreements.

A waiver by the Company of the breach of any of the provisions of this Agreement by Employee shall not be deemed a waiver of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by an officer of the Company. This Agreement can only be amended or modified in a writing signed by both parties. Any subsequent change(s) in Employee's duties, salary, compensation, or benefits will not affect the validity or scope of this Agreement.

Section 2.5 Attorneys' Fees.

Employee and the Company agree that in any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to reimbursement of its actual costs and expenses, including without limitation reasonable attorneys' fees, costs, and disbursements.

CIGNA CORPORATION

John Murabito
Cigna Corporation
EVP Human Resources & Services
February 26, 2020

EMPLOYEE

[Via Electronic Acceptance]

EMPLOYEE CERTIFIES THAT EMPLOYEE HAS READ AND UNDERSTANDS THIS AGREEMENT AND THE RESTRICTIONS CONTAINED IN SECTION 1, AND HAS HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING. EMPLOYEE ACKNOWLEDGES THAT THIS AGREEMENT MAY BE ACCEPTED AND AGREED TO ELECTRONICALLY BY EMPLOYEE, AND THAT AN ELECTRONIC COPY, HARD COPY OR ACKNOWLEDGMENT IS AS ENFORCEABLE AS AN ORIGINAL. EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS ACCESS TO A PAPER COPY OF THIS AGREEMENT.

Exhibit 10.6

AGREEMENT AND RELEASE

This Agreement and Release (Agreement) is dated **June 10, 2019** (Today), and is between Lisa Bacus (you), and Cigna Health & Life Insurance Company (the Company).

You and the Company intend to be legally bound by the Agreement, and are entering into it in reliance on the promises made to each other in this Agreement. Under the Agreement, your employment will end, and you and the Company agree to settle all issues concerning your employment and termination of employment.

1. Your Termination Date.

Your employment with the Company will end on **July 26 2019** (the Termination Date). Your formal job responsibilities will end on June 28, 2019, however, you agree to be available until your Termination Date to assist with transition and other matters, as deemed necessary by the Company.

2. Your Promises to the Company.

a. "Cigna" means, as used throughout this Agreement, Cigna Corporation and any subsidiaries or affiliates of Cigna Corporation.

b. On or before your Termination Date, you will return to Cigna any Cigna property that you now have (for example: identification card, access card, office keys, computer, cell phone, iPhone, iPad, company manuals, office equipment, records and files); provided, however, you may retain your company-issued cell phone and cell number subject to your cooperation with IT to take the necessary protocols to clear your phone of any Company information. You will remain subject to Cigna's policies and procedures, including its Code of Ethics. You also agree that, by signing this Agreement, you are formally resigning from all officer or director positions you hold with Cigna effective on your Termination Date and will sign any additional paperwork that may be required by Cigna or law to effectuate such resignation.

c. You agree that, other than in the good faith performance of your services to Cigna before your Termination Date, you will not, without first obtaining Cigna's written permission, (i) disclose any Confidential Information to anyone other than Cigna employees who have a need to know the Confidential Information or (ii) use any Confidential Information for your benefit or for the benefit of any other person, firm, operation or entity unrelated to Cigna. "Confidential Information" means all information that is (a) disclosed to or known by you as a consequence of or through your employment with the

Company or its affiliates and (b) not generally known to persons, corporations, organizations or others outside of Cigna. Confidential Information includes, but is not limited to, technical or non-technical data, intellectual property, formulas, computer programs, devices, methods, techniques, processes, financial data, personnel data, customer specific information, confidential customer lists, production and sales information, supplier specific information, cost information, marketing plans and strategies, Cigna strategy plans of any kind, or other data or information regardless of format that constitutes a trade secret or is otherwise treated as being confidential or proprietary information by Cigna. It shall not, however, be a violation of this paragraph for you or your counsel to provide Confidential Information to any federal, state or local governmental agency or commission, including but not limited to, the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) or the Securities Exchange Commission (SEC). After an item of Confidential Information has become public knowledge, you shall have no further obligation under this paragraph 2.c regarding that information so long as you were not responsible, directly or indirectly, for permitting the information to become public knowledge in violation of this paragraph or without Cigna's consent. You agree that such Confidential Information is and remains the sole property of Cigna, and that you will return all Confidential Information following termination of your employment.

Notwithstanding any other provisions of this paragraph 2.c. or this Agreement, pursuant to 18 USC Section 1833(b), you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information that is a trade secret that is made: (1) confidentially to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit for retaliation by Cigna for reporting a suspected violation of law, you may disclose such trade secret to your attorney and use the trade secret information in related court proceedings, provided that you file any document containing the trade secret information under seal and do not disclose the trade secret, except pursuant to court order.

d. For two years after your Termination Date, you will not, within any part of the United States or any other country where Cigna currently conducts business:

(i) Provide services (as an employee, independent contractor, or in any other capacity) that are the same as, similar to, or overlap with the services that you provided to Cigna as EVP, Chief Marketing Officer for or on behalf of any the following companies and their subsidiaries and affiliates (collectively "Competitors"):

Anthem, Inc.
Bright Health
Centene Corporation
Clover Health
CVS Health Corporation
Devoted Health, Inc.
Diplomat Pharmacy, Inc.
Health Care Services Corporation
Humana, Inc.
MedImpact Healthcare Systems
Members of BCBS Association
Oscar Health
Prime Therapeutics, LLC
UnitedHealth Group
Unum Group
Walgreens Boots Alliance

; or

(ii) Solicit (as defined below) any Cigna employees either to terminate employment with Cigna or to become employed as an employee or independent contractor by you or by any business that you may become employed by or affiliated in any way with after leaving Cigna. “Solicit” means (with respect to employees, customers and vendors) to entice, encourage, persuade, or solicit or attempt to entice, encourage, persuade, or solicit; and (with respect only to employees or vendors) to also try to hire, refer for hire, assist in hiring, or hire.

This paragraph 2.d(2) shall not apply to receiving applications for employment submitted by Cigna employees in response to general advertisements or to applications submitted voluntarily by Cigna employees; provided that, prior to the submission of applications for, or offers of, employment, such Cigna employees have not been Solicited by you or by anyone acting on your behalf and that you have not been involved, either directly or indirectly, in hiring the Cigna employee or identifying the Cigna employee as a potential recruit; or

(iii) Hire any Cigna Company employee; or

(iv) Solicit in any manner any Covered Customers (as defined below) or Covered Vendors (as defined below) to (i) terminate or alter their business dealings with Cigna; (ii) reduce the volume of their business dealings with Cigna; or (iii) enter into any new business arrangements with you or any business or enterprise with which you may become employed or affiliated in any way after leaving Cigna, if such business arrangements would compete with, or adversely affect, any business arrangements that the Covered Customer or Covered Vendor has with Cigna as of June 28, 2019 or has been planning to establish during the three-month period ending June 28, 2019.

“Covered Customers” means any and all of the customers of Cigna who were customers during the 12-month period ending on your Termination Date and with whom/which you dealt or had more than casual contact in connection with Cigna business during and by virtue of your employment with Cigna.

"Covered Vendors" means any and all of the vendors of Cigna with whom/which you dealt or otherwise had material contact during and by virtue of your employment with Cigna.

e. You acknowledge and agree that you have, and in the past have had, access to Cigna's Confidential Information, that you handle matters throughout the United States, that Cigna's business competes on a global basis, that Cigna's sales and marketing plans are for continued expansion throughout the United States and globally, and that the global nature of the non-compete and non-solicitation restrictions contained in paragraph 2.d and the time limitations contained in paragraph 2.d are reasonable and necessary to protect Cigna's legitimate business interests and Confidential Information. You further agree that if any court or arbitrator determines that paragraph 2.d or any part of it is unenforceable because of the duration, area or scope of activities restricted, then the court or arbitrator shall have the power and authority to reduce the duration, area or scope to the maximum allowed by applicable law and, in its reduced form, the provision shall then be enforced and you will abide by the provision as altered.

f. You agree to cooperate with Cigna in all investigations, litigation and arbitrations of any kind (including, but not limited to, governmental or regulatory investigations or inquiries), to assist and cooperate in the preparation and review of documents and in meetings with Cigna attorneys for any purpose (including, but not limited to, deposition and/or trial preparation), and to provide truthful testimony as a witness or a declarant in connection with any present or future court, administrative agency, or arbitration proceeding involving Cigna and with respect to which you have relevant information. Cigna will reimburse you, upon production of appropriate receipts and in accordance with Cigna's then existing Business Travel Reimbursement Policy, the reasonable business expenses (including coach air transportation, hotel, and, similar expenses) incurred by you in connection with such assistance. All receipts for such expenses must be presented for reimbursement within 45 days after the expenses are incurred in providing such assistance. In the event that the time you spend cooperating pursuant to this paragraph exceeds, or is anticipated to exceed, five (5) hours per calendar month, the Company will agree to compensate you for time cooperating in excess of 5 hours per calendar month at an hourly rate based on your salary as of the Termination Date; provided, however, that the Company will not compensate you for any time that you spend testifying under oath during a deposition, hearing, trial or any court, agency or arbitration proceeding.

g. You agree that you will not at any time make any verbal or written statement, whether in public or in private, that disparages in any way Cigna's integrity, business reputation, or performance, or disparages any of Cigna's directors, officers, or employees. The Company agrees that David Cordani, Eric Palmer, Nicole Jones and John Murabito will not at any time make any verbal or written statement, whether in public or private, that disparages your integrity, reputation

or performance. It shall not, however, be a violation of this paragraph to make truthful statements (i) when required to do so by a court of law or arbitrator, by any governmental agency having supervisory authority over Cigna's business or by any administrative or legislative body (including a committee thereof) with actual or apparent jurisdiction to order you to divulge, disclose or make accessible such information, (ii) to the extent necessary concerning any litigation, arbitration or mediation involving this Agreement or enforcement of this Agreement, or (iii) in connection with any proceeding or investigation conducted by a federal, state or local government agency, including but not limited to, the EEOC, or when exercising rights protected by the National Labor Relations Act, as amended (NLRA) or the Securities Exchange Act of 1934, as amended (SEA).

h. The terms of this Agreement are confidential. You agree (on behalf of yourself and anyone acting for you) not to disclose in any way this Agreement or any of its terms or any of the negotiations leading to the signing of this Agreement (i) to any person other than your spouse, lawyer, financial advisor, or accountant, and then only after informing such individuals about this confidentiality provision and that they must comply with its terms to the same extent that you must, or (ii) pursuant to a lawfully issued subpoena or court order. In the event you receive a subpoena or court order directing you to disclose this Agreement, its terms or any of the negotiations leading to the signing of this Agreement, you will immediately send a copy of such subpoena or court order to the Company and will not disclose such information until the Company has had an opportunity to move to quash such subpoena or apply to the court for relief from its order. It shall not, however, be a violation of this paragraph for you to provide information, including information about this Agreement, to any federal, state or local governmental agency, including but not limited to, the EEOC, the SEC, or the NLRB.

i. You hereby acknowledge that you are aware that the securities laws of the United States generally prohibit any person who has material non-public information about a company from, among other things, (1) purchasing or selling securities of such company or securities convertible into such securities on the basis of such information or (2) communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person may purchase or sell such securities or securities convertible into such securities. Accordingly, you agree that you will not make any purchase or sale of, or otherwise consummate any transactions involving, Cigna securities or securities convertible into Cigna securities, including with respect to your Cigna 401(k) account, while in possession of material Confidential Information regarding Cigna, nor will you communicate such information in a manner that violates the securities laws of the United States (regardless of whether such communication would be permitted elsewhere in this Agreement.) If you consummate a transaction involving Cigna securities (or securities convertible into Cigna securities), you will file (or cause

to be filed) any and all reports or notifications that may be required under Section 16 of the SEA.

j. If you have received any payment from Cigna that you were not entitled to receive (an "overpayment"), or you owe Cigna money for any reason, you hereby authorize the Company to deduct such overpayment or money owed from the amount of your severance payment(s) described in paragraph 3e. Below. You also agree that if you have any outstanding unpaid charges, including outstanding finance charges, on your corporate-issued credit card as of the Termination Date, the Company is authorized by you to deduct such unpaid charges, including finance charges, from the amount of your severance payment(s) described in paragraph 3e. below.

3. Your Severance Arrangements.

a. From Today until your Termination Date, the Company will continue to pay you a salary at your current regular salary rate, and you and your eligible dependents may continue to participate in the Company's employee benefits programs in accordance with the terms of those programs and your applicable elections**.**

b. You understand and agree that you will not be covered by the Cigna Short Term Disability Plan or Cigna Long-Term Disability Plan after the date your responsibilities end.

c. You will continue to accrue Paid Time Off through your Termination Date. The Company will make a lump sum payment to you within 30 days after your Termination Date for any Paid Time Off days you earned in 2019 but have not used prior to your Termination Date.

d. If you die before the Company pays you all amounts due under paragraph 3 of the Agreement, the remaining amounts will be paid to your surviving spouse in a lump sum within 90 calendar days after the date of your death. (However, plan benefits under paragraph 3.g and SPS payments under 3.h will be payable under the terms of the applicable plan.) If you have no surviving spouse, the payment will be made to your estate. If you die before your Termination Date, the date you die will automatically be your new Termination Date (but the lump sum payment shall include unpaid salary calculated as if you had remained alive and employed until the original Termination Date).

e. The Company will make payments to you totaling **$3,470,000** (less applicable withholding), as follows:

(i) The payments set forth in this paragraph 3.e.1 are made pursuant to the Cigna Executive Severance Benefits Plan (the "Executive Severance Plan"):

(1) **$1,590,000** payable in a lump-sum in the seventh (7th) calendar month after the Termination Date as your Basic Severance Pay under the Executive Severance Plan; and

(2) **$1,680,000** payable in a lump-sum in the seventh (7th) calendar month after the Termination Date as your Supplemental Severance Pay under the Executive Severance Plan.

(ii) Within 45 days after your Termination Date, the Company will pay you an amount equal to **$200,000** which represents the value of your target annual bonus for 2019 based on the number of full and partial months that you worked through June 28, 2019. You acknowledge that you are not otherwise entitled to the payment described in this paragraph 3.e.2 and that such payment serves as additional consideration for your release under paragraph 4 of this Agreement.

None of the payments described in this paragraph 3, except for salary payments under paragraph 3.a, will be treated as eligible earnings for any benefits purposes, and salary payments will be treated as eligible earnings only to the extent provided by the terms of the applicable benefit plan.

f. Your Cigna Basic Life Insurance coverage will continue at the Company's expense for the period beginning on the first day of the month immediately following the Termination Date and ending 12 months from such date. Any coverage you have under the Cigna Medical Plan or Cigna Dental Plan on your Termination Date will expire at the end of the month containing your Termination Date. However, if you elect COBRA coverage, you may continue that coverage for up to 18 additional months under the provisions of COBRA. You will be billed monthly for COBRA coverage. You may convert certain group benefits coverages to individual coverages under the terms of the Company's benefits program.

g. Any benefits you may have earned under the Cigna Deferred Compensation, Pension, Supplemental Pension, 401(k) and Supplemental 401(k) Plans or other deferred payment arrangements will be paid to you under the terms and provisions of those plans and arrangements.

h. Until your Termination Date, any options on Cigna Corporation stock that you hold will continue to vest under the terms of the applicable plan and your applicable grant, including the terms and conditions that you must continue to honor. Any unvested stock options, Strategic Performance Shares (SPS) and shares of restricted Cigna Corporation stock (RSGs) that were granted to you prior to December 21, 2018 and that are outstanding as of your Termination Date will become fully vested as a result of your termination and payable in accordance

with the Cigna Long-Term Incentive Plan. Any stock options, SPSs and RSGs that were granted to you on or after December 21, 2018 will be forfeited on your Termination Date. Subject to Cigna Corporation's Insider Trading Policy, you may exercise vested options until the earlier of (i) 90 days following your Termination Date or (ii) the original expiration date of the applicable option. Pursuant to Section 10.5(d) of the Cigna Long-Term Incentive Plan, the Vesting Percentage that will apply to your unvested SPSs granted prior to December 21, 2018 is **121%.**

i. The Company will provide you with reasonable outplacement services, in accordance with the Company's standard program for executive level employees in effect Today for a period of 6 months following the Termination Date.

j. No executive financial services benefits will be provided after your Termination Date.

k. You will receive no other money or benefits from the Company, except as provided in this Agreement.

l. Any payments under this paragraph 3 are intended to be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986 (as amended) and the regulations thereunder (Section 409A), and this Agreement shall in all respects be administered in accordance with Section 409A. Notwithstanding anything herein to the contrary, if any payments under this paragraph 3 are subject to Section 409A, (1) such payments shall only be made in a manner and upon an event permitted under Section 409A, (2) such payments shall only be made upon a "separation from service" under Section 409A, and (3) in no event shall you, directly or indirectly, designate the calendar year in which any such payment is made except in accordance with Section 409A. In no event shall Cigna be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by you on account of non-compliance with Section 409A.

4. Acknowledgment and Release of Claims.

a. You acknowledge that there are various local, state, and federal laws that prohibit, among other things, employment discrimination on the basis of age, sex, race, color, national origin, religion, disability, sexual orientation, or veteran status and that these laws are enforced through the EEOC, Department of Labor, and state or local human rights agencies. Such laws include, without limitation, Title VII of the Civil Rights Act of 1964 (Title VII); the Age Discrimination in Employment Act (ADEA); the Americans with Disabilities Act (ADA); the Employee Retirement Income Security Act (ERISA); 42 U.S.C. Section 1981; the Family and Medical Leave Act (FMLA); the Fair Labor Standards Act (FLSA*)*, state and local human or civil

rights laws, and other statutes that regulate employment, as each may have been amended, and the common law of contracts and torts. You acknowledge that the Company has not (i) discriminated against you in contravention of these laws; (ii) breached any contract with you; (iii) committed any civil wrong (tort) against you; or (iv) otherwise acted unlawfully toward you.

You further acknowledge that the Company has paid and, upon payment of the amounts provided for in this Agreement, will have paid you: (i) all salary, wages, bonuses and other compensation that might be due to you; and (ii) all reimbursable expenses, if any, to which you may be entitled and if not, that you agree to bring to the attention of the Company in writing any such unpaid amount(s) of compensation or expenses claimed to still be due or owing before signing this Agreement.

b. On behalf of yourself, your heirs, executors, administrators, successors and assigns, you hereby unconditionally release and discharge Cigna, the various plan fiduciaries for the benefit plans maintained by or on behalf of Cigna, and their successors, assigns, affiliates, shareholders, directors, officers, representatives, agents and employees (collectively, Released Persons) from all claims (including claims for attorneys' fees and costs), charges, actions and causes of action, demands, damages, and liabilities of any kind or character, in law or equity, suspected or unsuspected, past or present, that you ever had, may now have, or may later assert against any Released Person, arising out of or related to your employment with, or termination of employment from, the Company. To the fullest extent permitted by law, this release includes, but is not limited to: (i) claims arising under the ADEA, the Older Workers Benefit Protection Act, the Workers' Adjustment and Retraining Notification Act, ERISA, FMLA, ADA, FLSA, and any other federal, state, or local law prohibiting age, race, color, gender, creed, religion, sexual preference/orientation, marital status, national origin, mental or physical disability, veteran status, or any other form of unlawful discrimination or claim with respect to or arising out of your employment with or termination from the Company, including wage claims; (ii) claims (whether based on common law or otherwise) arising out of or related to any contract (whether express or implied); (iii) claims under any federal, state or local constitutions, statutes, rules or regulations; (iv) claims (whether based on common law or otherwise) arising out of any kind of tortious conduct (whether intentional or otherwise) including but not limited to, wrongful termination, defamation, violation of public policy; and (v) claims included in, related to, or which could have been included in any presently pending federal, state or local lawsuit filed by you or on your behalf against any Released Person, which you agree to immediately dismiss with prejudice.

For purposes of implementing a full and complete release and discharge of all Released Persons, you expressly acknowledge that this release is intended to include not only claims that are known, anticipated, or disclosed, but also

claims that are unknown, unanticipated, or undisclosed. You are aware that there may be discovery of claims or facts in addition to or different from those known or believed to be true with respect to the matters related herein. Nevertheless, it is your intention fully, finally, and forever to settle and release all such matters, and all claims related to such matters, which, may now exist or which may have previously existed between you and any Released Person, whether suspected or unsuspected. You agree that this Agreement shall remain in effect as a full and complete release of all such matters, even if any additional or different related claims or facts exist now or are later discovered.

You also understand that by signing this Agreement you are giving up any right to become, and you are promising not to agree to become, a member of any class in a case in which claims are asserted against any Released Person if those claims are related in any way to your employment with or termination of employment from the Company, and involve events that happened on or before the date you signed this Agreement. If, without your prior knowledge and consent, you are made a member of a class in any such case, you will opt out of the class at your first opportunity after you learn of your inclusion. You agree to sign, without objection or delay, any "opt-out" form presented to you either by the court in which the case is pending or by counsel for any Released Person made a defendant in the case.

c. This release does not include (and you are not releasing):

(i) any claims against the Company for promises it is making to you in this Agreement or under the Executive Severance Plan;

(ii) any claims for employee benefit payments to which you are entitled under the terms of any retirement, savings, or other employee benefit programs in which the Company participates (but your release does cover any claims you may make for severance benefits beyond those described or referred to in this Agreement and any claims for benefits beyond those provided under the terms of the applicable plan);

(iii) any claims that may arise after the date you sign the Agreement;

(iv) any claims covered by workers compensation or other laws that are not, or may not be, as a matter of law, releasable or waivable;

(v) any rights you have to indemnification under the Company's (and, if applicable, any Company affiliate's) by-laws, directors and officers liability insurance or this Agreement or any rights you may have to obtain contribution as permitted by law if any judgment is entered against you as a result of any act or failure to act for which you and the Company are jointly liable; and

(vi) any claims that you did not knowingly and voluntarily waive your rights under the ADEA.

5. No Admission of Wrongdoing.

Just because the Company is entering into this Agreement and paying you money, neither the Company nor any Released Persons are admitting that they have done anything wrong or violated any law, rule, order, policy, procedure, or contract, express or implied, or otherwise incurred any liability. Similarly, by entering into this Agreement, you are not admitting that you have done anything wrong or violated any law, rule, order, policy, procedure, or contract, express or implied, or otherwise incurred any liability.

6. Applicable Law and Exclusive Forum.

This Agreement, including the promises contained in paragraphs 2 c., d., e., f., g. and i of this Agreement (the "Covenants") will be interpreted, enforced and governed under the laws of Delaware (without regard to its conflict of laws principles); provided, however, that your eligibility for, or the amount of any, employee benefits shall be subject to the terms of the applicable benefit plans and the provisions of ERISA. You and Cigna agree that any action by you or Cigna seeking emergency, temporary or permanent injunctive relief arising out of or relating to the Covenants shall be brought exclusively in the United States District Court for the State of Delaware ("Federal Court") or in any Delaware court where venue is appropriate and that has subject matter jurisdiction over the dispute ("Delaware Courts") if the Federal Court lacks subject matter jurisdiction over the dispute, and you and Cigna expressly waive any defense of inconvenient forum and any other venue or jurisdiction-related defenses that each might otherwise have in such a lawsuit.

7. Arbitration.

Except with respect to any action by you or Cigna seeking emergency, temporary or permanent injunctive relief arising out of or relating to the Covenants, without in any way affecting the release in paragraph 4, any and all disagreements, disputes or claims listed below will be resolved exclusively by arbitration in the Philadelphia, Pennsylvania area.

Arbitration will be conducted in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association, as modified by Company. A copy of the Cigna Companies Employment Dispute Arbitration Rules and Procedures is available upon request. A legal judgment based upon the Arbitrator's award may be entered in any court having jurisdiction over the matter. Each party shall be liable for its own costs and expenses (including attorneys' fees). You and the Company agree to arbitrate anything:

a. related in any way to this Agreement or how it is interpreted or implemented (including the validity of your ADEA waiver); or

b. that involves any dispute about your candidacy for employment, employment or termination of employment with the Company, including any disputes arising under local, state or federal statutes or common law (if for any reason your release and waiver under paragraph 4 is found to be unenforceable or inapplicable).

8. Final and Entire Agreement; Amending the Agreement.

This Agreement is intended to be the complete, final and entire Agreement between you and the Company. It fully replaces all earlier agreements or understandings. However, it does not replace the terms of any:

a. Cigna stock or option grant you might have received or the terms of any employee benefit plan;

b. Arbitration agreement that you currently have with Cigna which shall remain in full force and effect; or

c. other agreement you might have entered into with the Company that requires you to pay back money to the Company, or that authorizes the Company to deduct money from your pay, when your employment terminates or at any other time. Neither you nor the Company has relied upon any other statement, agreement or contract, written or oral, in deciding to enter into this Agreement.

Any amendment to this Agreement must be in writing and signed by both you and the Company. Any waiver by any person of any provision of this Agreement shall be effective only if in writing, specifically referring to the provision being waived and signed by the person against whom enforcement of the waiver is being sought. No waiver of any provision of this Agreement shall be effective as to any other provision of this Agreement except to the extent specifically provided in an effective written waiver. If any provision or portion of this Agreement (other than your release of claims under paragraph 4 above) is determined to be invalid or unenforceable in a legal forum with competent jurisdiction to so determine, the remaining provisions or portions of this Agreement shall remain in full force and effect to the fullest extent permitted by law and the invalid or unenforceable provisions or portions shall be deemed to be reformed so as to give maximum legal effect to the agreements of the parties contained herein.

9. Your Understanding.

By signing this Agreement, you admit and agree that:

a. You have read this Agreement.

b. You understand it is legally binding, and you were advised and, by virtue of this Agreement are further advised, to review it with a lawyer of your choice.

c. You have had (or had the opportunity to take) at least 21 calendar days to discuss it with a lawyer of your choice before signing it and, if you sign it before the end of that period, you do so of your own free will and with the full knowledge that you could have taken the full period.

d. You realize and understand that the release covers certain claims, demands, and causes of action against the Company and any Released Persons relating to your employment or termination of employment, including those under ADEA.

e. You understand that the terms of this Agreement are not part of an exit incentive or other employment termination program being offered to a group or class of employees.

f. You are signing this Agreement knowingly, voluntarily and with the full understanding of its consequences, and you have not been forced or coerced in any way.

10. Revoking the Agreement.

You have seven calendar days from the date you sign this Agreement to revoke and cancel it. To do that, a clear, written cancellation letter, signed by you, must be received by Nancy Ryan,
Cigna Corporation, 1601 Chestnut Street TL05Z, Philadelphia, PA, 19192 before 5:00 p.m. Eastern Time on the seventh calendar day following the date you sign this Agreement. The Agreement will have no force and effect until the end of that seventh day; provided that, during such seven-day period, the Company shall not be able to revoke this Agreement or cancel it.

11. If Legal Action Is Started by You.

You understand and agree that the Company's main reason for entering into this Agreement is to avoid lawsuits and other litigation. Therefore, if any legal action covered by this Agreement is started by you (or by someone else on your behalf) against any Released Person, you agree to withdraw such proceeding or claim with prejudice.

If you fail to withdraw such proceeding or claim (or fail to opt out of a class action that includes you) within 30 days of receipt of written notice from the Released Person requesting that you withdraw such proceeding or claim (or in the case of a class action, within 30 days of the later of such request or your being given the opportunity to opt out), then in addition to any other equitable or legal relief that the Company may be entitled to:

a. You may forfeit all or any portion of the amounts due hereunder;

b. You agree to pay back to the Company within 60 days after receipt of written notice from the Company all the money you receive under paragraph 3 (except sub-paragraphs 3.a and 3.g); and

c. You agree to pay the Company the reasonable costs and attorneys' fees it incurs in defending such action.

You represent that as of June 28, 2019 you have not assigned to any other party, and agree not to assign, any claim released by you under this Agreement. (If you claim that your release of ADEA claims was not knowing and voluntary, the Company reserves its right to recover from you its attorneys' fees and/or costs in defending that claim, at the conclusion of that action.)

Upon a finding by a court of competent jurisdiction or arbitrator that a release or waiver of claims provided for by paragraph 4 above is illegal, void or unenforceable, the Company may require you to execute promptly a release that is legal and enforceable and does not extend to claims not released under paragraph 4. If you fail to execute such a release within a reasonable period of time, then this Agreement shall be null and void from your Termination Date on, and any money paid to you by the Company after your Termination Date under paragraph 3 (except sub-paragraphs 3.a, 3.c, and 3.g) and not previously returned to the Company, will be treated as an overpayment. You will have to repay that overpayment to the Company with interest, compounded annually at the rate of 6%. However, the repayment provision in this paragraph does not apply to legal actions in which you claim that your release of ADEA claims was not knowing and voluntary.

This paragraph 11 does not apply to any thing of value given to you for which you actually performed services and by law you are entitled to receive.

Neither this paragraph 11, nor anything else in this Agreement is intended to prevent you from instituting legal action for the sole purpose of enforcing this Agreement or from filing a charge with, furnishing information to, or participating in an investigation conducted by, the EEOC, the NLRB, the SEC or any comparable federal, state or local governmental agency; provided however, that, with the exception of any whistleblower award from the SEC, you expressly waive and relinquish any right you might have to recover damages or other relief, whether equitable or legal, in any such proceeding concerning events or actions that arose on or before the date you signed this Agreement. You agree to inform the EEOC, any other governmental agency, any court or any arbitration organization that takes jurisdiction over any matter relating to your employment or termination of employment that this Agreement constitutes a full and final settlement by you of all claims released hereunder.

12. Representations.

The Company represents and warrants that (a) the execution, delivery and performance of this Agreement has been fully and validly authorized by all necessary corporate action (including, without limitation, by any action required to be taken by the board of directors of the Company or any affiliate, any committee of such board or any committee or designee administering the applicable Cigna plans); (b) the officer signing this Agreement on behalf of the Company is duly authorized to do so; (c) the execution, delivery and performance of this Agreement does not violate any applicable law, regulation, order, judgment or decree or any agreement, plan or corporate governance document to which the Company or any affiliate is a party or by which it is bound; and (d) upon execution and delivery of this Agreement by the parties, it shall be a valid and binding obligation of the Company enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

13. Notices.

Except as provided below, any notice, request or other communication given in connection with this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered to the recipient or (b) provided that a written acknowledgement of receipt is obtained, three days after being sent by prepaid certified or registered mail, or two days after being sent by a nationally recognized overnight courier, to the applicable address specified below (or such other address as the recipient shall have specified by ten days' advance written notice given in accordance with this paragraph 13). Such communication shall be addressed to you as follows (unless you have made an address change in accordance with this paragraph 13):

Lisa Bacus
11620 N. Vista Del Oro
Fort McDowell, AZ 85264

and to the Company or Cigna as follows:

Executive Compensation Cigna Corporation
1601 Chestnut Street TL05Z Philadelphia, PA, 19192

However, Cigna and you may deliver any notices or other communications related to any employee benefit or compensation plans, programs or arrangements in the same manner that similar communications are delivered to or from other current or former employees, including by electronic transmission and first class mail.

14. Successors and Assigns.

This Agreement will be binding on and inure to the benefit of the parties and their respective successors, heirs (in your case) and permitted assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred without your prior written consent, except that such rights or obligations may be assigned or transferred without your consent pursuant to a merger or consolidation in which the Company is not the continuing entity, or a sale, liquidation or other disposition of the assets of the Company, provided that the assignee or transferee is the successor to the Company (or in connection with a purchase of Company assets, assumes the liabilities, obligations and duties of the Company under this Agreement), either contractually or as a matter of law. Your rights or obligations under this Agreement may not be assigned or transferred by you, without the Company's prior written consent, other than your rights to compensation and benefits, which may be transferred only by will or operation of law or pursuant to the terms of the applicable plan, program, grant or agreement of Cigna or the Company. If you die or a court determines you are legally incompetent, all references in this Agreement to "you" shall be deemed to refer, where appropriate, to your legal representative, or, where appropriate, to your beneficiary or beneficiaries.

15. Injunctive Relief.

You agree that (a) any breach or threatened breach of the Covenants would cause irreparable injury to Cigna; (b) monetary damages alone would not provide an adequate remedy; (c) in addition to any other relief available at law or equity, Cigna shall be entitled to injunctive relief and/or to have the Covenants specifically enforced by a court of competent jurisdiction (without the requirement to post a bond); and (d) these remedies are cumulative and in addition to any other rights and remedies Cigna may have at law, in equity or pursuant to any other agreement.

16. When Effective.

This Agreement is not effective or binding on either party until fully signed by both parties. This Agreement may be executed by the parties in counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but both such counterparts will together constitute one and the same document.

The persons named below have signed this Agreement on the dates shown below:

7/1/2019 /s/ Lisa Bacus
Date Lisa Bacus

7/5/2019 /s/ John Murabito
Date John Murabito

on behalf of the Company

Exhibit 31.1

CERTIFICATION

I, DAVID M. CORDANI, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cigna Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2020

/s/ David M. Cordani

Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, ERIC P. PALMER, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cigna Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2020

/s/ Eric P. Palmer

Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer of
Cigna Corporation pursuant to 18 U.S.C. Section 1350

I certify that, to the best of my knowledge and belief, the Quarterly Report on Form 10-Q of Cigna Corporation for the fiscal period ending March 31, 2020 (the "Report"):

(1) complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Cigna Corporation.

/s/ David M. Cordani

David M. Cordani
Chief Executive Officer
May 7, 2020

Exhibit 32.2

Certification of Chief Financial Officer of
Cigna Corporation pursuant to 18 U.S.C. Section 1350

I certify that, to the best of my knowledge and belief, the Quarterly Report on Form 10-Q of Cigna Corporation for the fiscal period ending March 31, 2020 (the "Report"):

(1) complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Cigna Corporation.

/s/ Eric P. Palmer

Eric P. Palmer
Chief Financial Officer
May 7, 2020