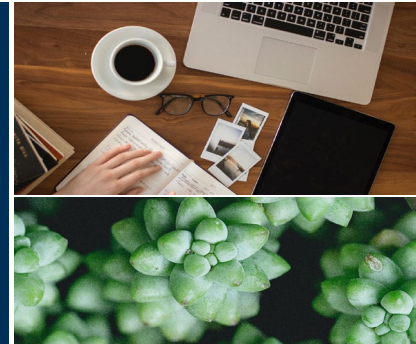


SALES & MARKETING CODE OF ETHICS

Career / Telesales Agents/Partner Agents

Plan Year 2023



Medicare Advantage, Prescription Drug Plans, Medicare Supplements and other Humana Products

Humana is committed to providing appropriate guidance to its valued customers. Our company's continued success depends upon the integrity of all persons representing us.

Each sales agent representing Humana will subscribe to the following Code of Ethics, applicable to the sale of Humana Medicare Advantage (MA), Prescription Drug Plans (PDP), Medicare Supplement plans, Dental, Vision and any other Humana plan or product, as applicable. Further, agents agree to comply with all Humana policies, particularly Humana's Ethics Every Day, all Centers for Medicare and Medicaid Services (CMS) guidelines as applicable, state Department of Insurance (DOI) regulations, FTC/FCC requirements (as applicable), and Humana MarketPoint policies and procedures as an expression of commitment to honest and ethical sales and marketing practices.

Your electronic signature, prompted in the next phase of training, acknowledges this commitment and that you have read each item of this Code of Ethics as outlined below. Your signature also attests to your understanding that violation of this Code of Ethics may subject you to disciplinary action up to and including termination and/or possible legal action as specified by state/federal regulations and/or CMS.

1. Agents will conduct themselves with professionalism and integrity and with respect for the rights and reasonable requests of prospective and current Humana members at all times.
2. Agents will disclose their name at the start of every appointment/call and will provide all clients a business card that identifies them (as applicable). In addition, agents will clearly disclose at the onset of the appointment the purpose of their visit and the product(s) to be discussed as noted within the scope of appointment. Agents will make no assertions other than to explain the appropriate Humana product, its benefits, limitations, the offering company and how to enroll/apply. Misrepresentation of the purpose of the agent's visit/call is strictly prohibited. Agents should make every attempt to notify a prospect if they are unable to make a scheduled appointment.
3. During a presentation of an MA or PDP plan, agents will discuss only those plans as agreed to in the Scope of Appointment. Agents are only permitted to present other health related products such as Dental, Vision, etc. in conjunction with an MA or PDP product discussion/call. Agents are prohibited from cross-selling any non-health related products at the same appointment/call regarding MA or PDP plans.
4. Agents must comply with all HIPAA regulations.
5. Prior to marketing non-health products to Humana health plan members, agents must be properly licensed and trained on the applicable products and also ensure a Member Authorization Form (MAF) is on file. In the case of a non-health appointment following an MA presentation, those appointments are to occur no sooner than the next calendar day following the MA appointment. Under no circumstances can the appointment take place immediately following an MA appointment.
6. Agents agree to use the CMS approved Sales Presentation/Call Scripting/Telemarketing materials as applicable in its entirety, including the applicable sections of the Summary of Benefits, and in published order (as practicable) when presenting a Humana MA and/or PDP plan to ensure full disclosure of all plan benefits, limitations, and cost sharing to all prospective enrollees and members and will present all required CMS disclaimers/disclosures during the sales presentation. Agents will not modify or alter approved materials/scripts for their use in marketing/sales of MA and/or PDP plans. Willful violation may subject the agent to disciplinary action up to and including termination.
7. Agents will base their sales presentations on the merit and quality of the respective plan or product and will not disparage competitors or their plans.

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8. Absolute statements (e.g., “the best”, “highest ranked”, “rated number one”) and/or qualified superlatives (e.g., “one of the best”, “among the highest rank”) are prohibited unless they are substantiated with supporting data and approved by Humana and/or CMS. Agents shall not use any form of pressure, scare tactics, coercion, deception, sympathy, appeal, or other unethical sales tactics in their presentation.

9. Agents will always give clear, thorough and accurate information regarding all Humana plans or products presented. Agents are prohibited from making false, misleading, half-true, or exaggerated statements.

10. Agents understand that it is a violation of CMS regulations and are strictly prohibited from discriminating against any eligible prospect/member enrolling in an MA and/or PDP plan based upon their health status., Any personal information the agent may obtain about a prospect/member as a result of discussion/application for any other product distributed by Humana MarketPoint will in no way be used to discourage the enrollment in a Humana MA and/or PDP plan. Additionally, any such personal information will be treated in full accordance with all HIPAA regulations regarding use of personal information.

11. Agents that become aware of a prospect, client, or Humana member who wishes to have their name removed from a direct marketing list will act on that request. Agents are to update their records to indicate the person’s request and send an email to DRSuppressions@humana.com or process the request within applicable call management tool. No additional contacts of any kind are permitted to be made to the person making the request.

12. Agents are required to make every effort to confirm that the prospect, client or Humana member has not previously indicated that they do not want to be contacted for the purpose of marketing/sales. Significant penalties to the Company may be applied as a result of non-compliance; therefore failure to comply could result in disciplinary action up to and including termination. Agents must not contact anyone who has been flagged as Do Not Call (DNC) or Do Not Mail (DNM).

13. Agents are prohibited from making any unsolicited direct contact with a Medicare beneficiary regarding MA and/or PDP. The beneficiary must have initiated the contact in advance and provided express permission to be contacted.

Examples of *prohibited* activities include but are not limited to:

- Door-to-door solicitation, including leaving information such as a leaflet or flyer at a residence or on someone's car;
- Approaching potential enrollees in common areas (e.g. parking lots, hallways, lobbies, sidewalks, etc.); or
- Use of telephonic solicitation, including unsolicited text messages and leaving electronic voicemail messages.
- Agents may not canvass homes door-to-door for any plans or products represented by Humana MarketPoint.

14. Agents understand that only a competent enrollee/applicant or their appropriate legal designee can sign an enrollment form or application. Agents will not sign the enrollee’s name, with or without their permission, on any enrollment form, application, or any other document. They will not knowingly accept a signature other than the enrollee’s on an application for any product, except in the case of an authorized Power of Attorney for Healthcare (POA). Agents may not knowingly/willfully accept a signed incomplete application. Additionally, agents are not to complete or accept an application when a prospect is uncertain if they want to enroll in the plan. It is unacceptable to enroll a prospect/member who is unsure by offering to cancel after review of plan materials. It is a violation to inform a prospect/member that they must enroll in order to receive plan materials. Willfully forging of any form, letter, application or any other enrollment related document may result in disciplinary action up to and including termination.

15. Agents are responsible for ensuring that all information on any application, form, or any other document used in the enrollment/application process, is complete and accurate to the best of their ability, and will not alter, remove, replace or misrepresent any information obtained from the prospect.

16. Agents will sell or replace a plan only when it is clearly in the member/prospect’s best interest and without regard for the agent’s compensation.

17. Should a client express interest in a Medicare health plan(s) other than what was agreed to in advance via the Scope of Appointment, the agent must complete a new Scope of Appointment reflecting the additional health product(s) in order to continue with the sales presentation.

18. Only licensed agents who present the benefits of the plan and confirm the enrollee's intent to enroll may complete the application as the selling Agent of Record (AOR). The exception to this is enrollments that occur at Medicare Group enrollment seminars where multiple agents are participating in the enrollment seminar. An additional exception would include an orphaned account in which a new serving AOR is assigned.

19. Agents are responsible for maintaining all applicable insurance licenses and any applicable certifications required to sell a corresponding Humana product in all states in which the agent markets such products. Agents must have a valid resident or non-resident license and any required appointments issued from the state where the Medicare beneficiary permanently resides in order to market or sell a Humana MA and/or PDP plan.

20. Agents will maintain integrity when completing the AHIP, NAHU or Humana's CMS Required Training course and examination and will not engage in any dishonest behavior, including but not limited to, cheating, having someone test on your behalf, or test answer sharing.

21. Agents will use only Humana and CMS or Federal/State approved materials/scripts, as applicable, to market to prospective enrollees. In addition, all communications to current members, e.g. letters, flyers, mailers, etc., must also be approved by Humana and CMS or Federal/state DOI prior to their use. Agents will not modify or alter approved materials/scripts for their use in member communications or the marketing and sale of MA and/or PDP plans. Should an agent become aware of any other agent engaging in the use of unapproved materials; the agent agrees to bring it to the attention of sales management. Materials developed by agents/agencies must be compliant with CMS, federal, state, and Humana regulations/policies.

22. Agents may not send unsolicited emails without prior approval from Humana. Agents may respond to emails received from Medicare beneficiaries as long as they do not provide information beyond what was requested. Agents cannot rent or acquire an email address through any type of directory nor can they disclose the beneficiary's email address to any other person or entity without prior approval to do so. Concerning email, agents will protect Personal Health Information (PHI) and will not share any PHI or Humana/CarePlus Confidential Information via email. Humana considers it a best practice when responding to a consumer email, to keep the communication short and concise and offer to set an appointment or a telephone call to discuss plan details.

23. Agents may not make calls based on a referral. If an individual would like to refer a friend or relative to an agent, the agent may provide contact information such as a business card, email address, or direct telephone extension that the individual could provide to a friend or relative.

24. Humana direct employed agents must use their Humana email address for all company business. The use of personal email accounts are prohibited in communicating with members and prospects.

25. Agents will not send their book of business or other member information to a personal email address, which is in violation of Humana's Confidentiality Agreement. Agents are prohibited from transferring their book of business to an external agent with whom they have a familial or personal relationship.

26. Humana directly employed agents may not maintain non-Humana web sites for the purpose of generating MA/PDP sales or lead generation. These agents are prohibited from purchasing any leads or lists of potential clients from any source without prior Humana approval.

27. Agents or their spouse, domestic partner, child, parent or sibling, (including in-laws and step-relations), grandparent, grandchild, or other person living under the same household, may not accept directly or indirectly any compensation outside what is specifically outlined in the Humana compensation plan for the sale or referral of Medicare business from anyone, unless it is reviewed and approved in writing by Humana senior sales management and the Ethics Office. This includes, but is not limited to any compensation from other agents, brokers, Managing General Agencies (MGA's), providers, or Humana associates.

Compensation includes, but is not limited to commissions, bonuses, incentives, cash, awards, prizes, gifts, gift cards, trips, etc.

Agents are required to immediately report any unapproved solicitations of compensation or offers of compensation for the sale or referral of Medicare business, or as otherwise described above to the Humana Ethics Help Line at 1-877-584-3539 or email to ethics@humana.com.

Humana MarketPoint Internal Use Only - For Training Purposes ONLY (Not CMS Approved)
Confidential and Proprietary to Humana Inc.

REVISED: 3/2022 CPL-007a

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Agents may not arrange to share or split their MA/PDP/Medicare Supplement compensation; accept any additional compensation; or otherwise allow themselves to be influenced or coerced in any way in the conduct of their business.

28. Agents representing Humana MA and/or PDP plans must be free from any financial or other conflict of interest in the marketing, sales or support of the MA and/or PDP plan products. Agents must be able to perform an objective needs analysis free of personal financial gain when recommending a plan to a Medicare beneficiary.

29. Any agent/broker whose name appears on the following lists is ineligible to represent Humana MA and/or PDP plans.

- The Office of Inspector General's (OIG) List of Excluded Individuals and Entities, found at <http://oig.hhs.gov/exclusions>.
- DHHS General Services Administration (GSA) System for Award Management (SAM), found at <http://www.sam.gov/>.

30. Agents are prohibited from charging beneficiaries additional marketing fees for enrollment beyond the base premium.

31. Agents will not involve themselves in providing legal advice concerning the need for Healthcare Power-of-Attorney, facilitating the execution of Healthcare Power-of-Attorney documentation, disenrollment from another plan, medical referrals (as applicable) or any other activity that could be viewed as unethically influencing an enrollment.

32. Agents may neither give nor offer a gift or payment of any kind to a prospective MA and/or PDP member as an inducement to enroll in a Humana plan. Agents may not offer any form of incentive, e.g. cash, gifts, etc., to a member as a reward for referrals provided by the member. An offer of a rebate in any form is strictly prohibited. CMS permits the use of gifts of a nominal value, defined as an individual item having a fair market value of \$15 or less, with a maximum aggregate of \$75 per person, per year. Such items cannot be readily converted to cash. Agents may not provide or subsidize meals or snacks that can be bundled to make a meal of any value during sales/marketing activities.

33. Agents are prohibited from providing any form of cash or payment to a beneficiary/applicant to assist them in the payment of their premium, copayments, pharmacy copayments, plan coinsurance, medications, transportation, etc. on any Humana plan or product.

34. Agents will assure, to the best of their ability, that the prospective enrollee/member is of sound mind and capable of thoroughly understanding their Humana plan or product. If, at any time, the agent doubts the enrollee's mental ability to comprehend, the agent will discontinue the enrollment until such time as an agent can meet with someone with appropriate legal authority to enroll the prospect/member.

35. Agents may indicate that the Humana MA/PDP plans meet criteria specified by government agencies. In this instance, all appropriate disclaimers and clarifiers are required. Agents will never imply that their visit/call is in any way connected with the government, endorsed by the government or approved by a particular government agency or official, or portray themselves as a representative of Medicare or any other government agency either in person, telephonically, or via online sources such as websites, social media, and the like.

36. Agents understand that Humana operates its Medicare programs and offers its MA, PDP, Medicare Supplement plans, products and services to all beneficiaries and applicants for enrollment without regard to race, color, national origin, age, disability, sex, sexual orientation, gender identity or religion in compliance with Section 1557 of the Affordable Care Act (ACA). In addition, all agents must observe the Company's policy of non-discrimination on the basis of race, ethnicity, creed, color, gender, religion, age, national origin, mental or physical disability, sexual orientation, gender identity, claims experience, medical history, genetic information, evidence of insurability, geographic location, health status or income level, except as provided by the Federal Register and/or CMS guidelines.

37. In the event an allegation of misconduct is lodged against an agent/agency, the agent will either 1) provide a detailed written response to the complaint; or 2) acknowledge receipt of the allegation within five (5) business days of notification of the complaint as required by the type of misconduct that occurred. The notification will indicate the specific action the agent needs to take. Failure to do so may result in disciplinary action up to and including termination. Additionally, the agent will not contact beneficiaries that have lodged any type of complaint or allegation related to an MA or PDP plan without prior approval from the MarketPoint Sales Integrity Department.

38. Agents who receive multiple allegations within a 12 month period could result in additional corrective action, up to and including termination of employment/contract.

39. Agents are not permitted to contact any regulatory agencies, their branches or any government offices, state or federal legislatures or any media outlet representing Humana's interests. Associates/agents do have the right, as do all citizens, to free speech and can contact such organizations and entities in matters of personal interest.

40. Agents may not engage in unsolicited contact to prospective MA/PDP members except in very limited situations including but not limited to:

- Initiating a phone call to confirm an appointment that was already agreed upon by the prospective member.
- Initiating a phone call to a prospective member who had given prior express permission for the plan or sales agent to contact them. Permission applies only to the entity from which the individual requested contact and for the duration and topic of that transaction.
- Agents may contact members they enrolled to discuss plan issues and/or market other health products. Agent can only market non-health products when an active Member Authorization Form (MAF) is signed and on file for the particular product.
- Medicare Supplement prospects may be contacted. Should the beneficiary indicate interest in discussing a MA or PDP product, that product may be discussed provided the discussion is recorded. However, a Medicare Supplement call may not be used under the guise of selling a non-MA or non-PDP product.

41. Agents should upload all electronic applications and/or email, scan, overnight or fax all paper applications within 24 hours of taking possession of the application to ensure meeting required CMS and/or Humana application handling timeframes.

42. During Pre-AEP, from October 1 – October 14, agents must not solicit or accept paper or electronic applications prior to the start of the Annual Election Period on October 15.

43. Telesales agents are prohibited from enrolling a beneficiary from an outbound call for MA and/or PDP products including Optional Supplement Benefits unless there is an existing business relationship per CMS guidelines.

44. Telesales agents will not refuse any eligible beneficiary the opportunity to enroll telephonically. Should the prospect prefer to enroll electronically or via paper, the telesales agent will facilitate the enrollment.

45. Telemarketing leads are the property of Humana MarketPoint and are for the sole purpose of promoting products distributed through Humana MarketPoint. They may not be used by any agent to promote products not distributed by Humana MarketPoint or for any other purpose.

Acknowledgement

I have read this Code of Ethics and commit to abide by it. I understand that violation of any part of this code may subject me to termination and/or possible legal action as specified by state regulations and/or CMS.

You will be prompted for your electronic signature in the next module of this training course. By clicking "I Agree" you are providing your electronic signature.

Your electronic signature acknowledges:

- *Your commitment to the Humana Sales & Marketing Code of Ethics.*
- *That you have read each item and agree to comply with its content.*