



SALES & MARKETING CODE of ETHICS

External Distribution Agents

Plan Year 2020

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 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. Further, agents agree to comply with, all Centers for Medicare and Medicaid Services (CMS) guidelines as applicable, state Department of Insurance (DOI) regulations, FTC/FCC requirements (as applicable), as well as 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 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 and their agency name, if applicable, 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 products to be discussed. 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.
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 a MA/PDP product discussion. Agents are prohibited from cross selling any non-health related products at the same appointment/call regarding MA/PDP plans.
4. Agents agree to use the CMS approved Humana Sales Presentation/Call Scripting in its entirety, including the applicable sections of the Summary of Benefits, and in published order when practicable while presenting a Humana MA and/or PDP plan. Full disclosure of all plan benefits, limitations, and cost sharing must be provided during the sales presentation to all prospective enrollees and/or members to ensure the applicant receives all required CMS disclaimers/disclosures prior to enrollment. 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.
5. 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.
6. 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.

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

8. Agents understand that it is a violation of CMS regulations and are strictly prohibited from discriminating against any eligible prospect from enrolling in an MA and/or PDP, based upon their health status, except as permitted by CMS. Any personal information obtained about a prospect as a result of discussion/application for any other product distributed by Humana MarketPoint will in no way be used to discourage their 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.

9. Agents are aware of and will abide by all laws pertaining to the Do Not Call Registry.

10. 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 text messages and leaving electronic voicemail messages.

11. Agents understand that only a competent enrollee 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). They will 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. Willfully forging of any form, letter, application or other enrollment related document may result in disciplinary action up to and including termination.

12. Agents are responsible to ensure 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 applicant.

13. Agents will sell or replace a plan only when it is clearly in the applicant's best interest and without regard for the agent's compensation.

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

15. 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.

16. Agents are responsible for all applicable insurance licenses and any applicable certifications required to sell a corresponding Humana product in all states in which they market. Agents must have a valid resident or non-resident license issued from the state where the Medicare beneficiary permanently resides in order to market or sell an MA and/or PDP plan. Agents are also responsible for maintaining current and accurate contact information with Humana at all times.

17. Agents will use only Humana and CMS or state approved materials to market to prospective Medicare enrollees and current plan members. In addition, any/all communications that include Medicare, Humana plan benefit information or the plan name, e.g. letters, flyers, mailers, etc., must be approved by Humana and CMS or the state DOI prior to their use. Agents will not modify or alter approved materials for their use in member communications or the marketing and sale of MA, PDP and/or Medicare Supplement plans.

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18. Agents may send emails to Medicare beneficiaries as long as the person has agreed in advance to receive emails and has provided his/her email address personally. Agents cannot rent or acquire an email address through any type of directory, nor can the agent disclose the beneficiary's email address to any other sources or entities without prior approval to do so.

20. 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 that the individual could provide to a friend or relative.

21. 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.

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.

22. 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.

23. Any agent/broker whose name appears on any of 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 <https://sam.gov/SAM/>

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

25. 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.

26. Agents may neither give nor offer a gift or payment of any kind to a prospective MA, PDP and/or Medicare Supplement 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, or aggregate items throughout the year worth \$75 or less. 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.

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

28. Agents will assure, to the best of their ability, that the enrollee 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 individual.

29. Agents may indicate that the Humana MA/PDP plans meet criteria specified by government agencies. They will never imply that their visit 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.

30. Agents understand that Humana operates its Medicare programs and offers its MA, PDP and/or Medicare Supplement plans 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.

31. In the event of an allegation of misconduct is lodged against an agent, 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. 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 without prior approval from the MarketPoint Sales Integrity Department.

32. It is Humana's policy that no external sales agent is to engage in "cold-calling" for the direct or indirect purposes of enrollment in a Humana MA and/or PDP. Agents may not engage in unsolicited contact to prospective members except in very limited situations including:

- 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 to contact is given on a limited, event-specific, basis.
- Agents may contact members that they enrolled to discuss plan issues and/or market other health products.
- 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.

33. 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.

34. Agents must not accept paper or email applications prior to the start of the Annual Election Period.

35. Agents should upload all electronic applications and/or email, 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.

36. Agents are required to retain all CMS related documents including non-Humana Scope of Appointment forms for a period of ten (10) years. Agents may be asked by Humana to provide these documents at any time. Paper applications and Humana Scope of Appointment forms may be properly disposed of once the plan has been accepted by CMS.

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.*