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Medicare Prescription Payment Plan Terms and Conditions

These terms and conditions ("Terms") govern the Humana Medicare Prescription Payment Plan ("the Program"), including, as available, participation in the Program. By participating in the Program, you agree to be bound by these Terms. Humana may change these terms based on guidelines from The Center for Medicare and Medicaid Services ("CMS") and reserve the right to change these Terms, but will notify you of any changes, as required.

Participation

Participation in the Program is voluntary and may only extend to the end of each plan year. You will need to be an active Humana or member with a Part D prescription drug benefit plan. You will also need to have paid any past due balances on any participation in the Program from a previous year to Humana if your participation in the Program was previously terminated due to past due and unpaid balances.

If you are eligible to participate in the Program, you can opt-in and opt-out at any time within the plan year.

Billing

By participating in the Program, you agree to pay all covered Part D prescription drug costs incurred up to the maximum out of pocket amount of \$2000 (could be less depending on your plan), as permitted by law, spread over the remaining months of the plan year. You will only be billed once a month for Part D drug prescriptions obtained during the prior month, spread over the remaining months of the year. You understand that your payments may increase every billing cycle with each additional Part D drug that you obtain. At all times while you participate in the Program, you will no longer pay at point-of-sale at the pharmacy (including mail order and specialty pharmacies) but will be billed for the covered part D prescriptions you obtained at the pharmacy by your plan, Humana. If you obtained Part D drugs from the pharmacy in December, your last bill for the plan year will be received in January of the following plan year.

You will have the option to pay through a secure web portal, by phone or through the mail. Information on how to pay your balance will be provided on your monthly invoice.

Termination

Participation in the Program is not guaranteed. Humana will notify you if you miss a payment and will provide any past due balances on the next statement. Failure to pay the minimum balance due each month will result in a two-month grace period before you are terminated from the Program. If the minimum balance due and any past due payments are not paid within the two-month grace period, you will be terminated from the Program. Moving forward, you will pay for any additional prescriptions at point of sale at the pharmacy. Humana will notify you when your participation has been terminated and Humana will continue to bill you for any past due balances owed while you participated in the Program. Humana reserves all legal rights to collect unpaid balances from you. You may re-enter the Program with Humana once you pay any past due balances.

You will be removed from the Program if you switch Part D prescription drug plans during a current plan year, including if you switch plans within Humana. You will need to opt-in again to participate in the Program under

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your new Part D plan. If you switch Part D prescription drug plans, you will owe any outstanding balances to Humana owed during your participation in the Program and will need to opt-in with your new prescription drug plan if you want to continue participating in the Program. Balances are not carried over to new prescription drug plans.

If you continue to pay your required premiums, you will not be removed from your Humana insurance plan if you are terminated from the Program.

Communications

By participating in the Program, you agree to receive telephonic and mail communications regarding your participation status, billing statements and overdue notifications. You may receive electronic communications which include payment reminders, payment confirmations, auto-pay confirmation and status if you have an email on file with Humana. You will have the right to unsubscribe from email notifications pertaining to this program. By unsubscribing you will no longer receive electronic payment reminders and account status and billing confirmations.

Disputes

If you disagree with our decisions, you have the right to ask Humana to review our decision. You must submit your dispute within 60 days after the incident or event that caused the grievance.

You may mail, fax, or call the Grievance Department at: Humana Grievances and Appeals Dept. P.O. Box 14165 Lexington, KY 40512-4165 Customer Care: **800-457-4708 (TTY:711)** Fax: **800-949-2961**

To submit a grievance online:

- Go to Humana.com/exceptions and complete and submit the online form, or
- Sign into your MyHumana account and access the grievance form on the Documents and Forms page.

Release of information:

By joining this Medicare Prescription Payment Plan (the Program), you acknowledge that Humana and vendors on its behalf may share your information with Medicare, who may use it to track your participation, to make payments, and for other purposes allowed by federal law that authorize the collection of this information (See Privacy Act Statement below).

Privacy Act Statement:

The Centers for Medicare and Medicaid Services (CMS) collects information from Medicare plans to track beneficiary enrollment in Medicare Advantage (MA) Plans, improve care, and for the payment of Medicare benefits. Sections 1851 and 1860D-1 of the Social Security Act and 42 CFR 422.50 and 422.60 authorize the Y0040_GHHMCF9EN_C

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collection of this information. CMS may use, disclose and exchange participation data from Medicare beneficiaries as specified in the System of Records Notice (SORN) "Medicare Advantage Prescription Drug (MARx)", System No. 09-70-0588. Your response on this form is voluntary and will not affect enrollment in your Humana Prescription Drug Plan.

Humana works with a third-party supplier ("Supplier") to help provide the Program, including to provide a website to view your account, schedule payments, make payments, and review payment history. Supplier owns the website, and grants you a non-transferable, non-exclusive, revocable, limited license to use the website. SUPPLIER PROVIDES THE WEBSITE ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. If you suspect that your account or password has been compromised, please promptly notify Humana.