

IFP Pledge of Compliance

United HealthCare Services, Inc. and its affiliated companies (collectively referred to herein as UnitedHealthcare) are committed to excellence in providing health insurance coverage to its members and in conducting its business affairs. UnitedHealthcare's reputation and value in the marketplace depend upon the integrity of all the individuals who represent it. Subscribing to this Pledge of Compliance is an expression of your personal commitment to ethical and compliant conduct in the marketing and sale of UnitedHealthcare products.

In this document, "product" means Qualified Health Plans (QHPs) offered through the Health Insurance Marketplace available from UnitedHealthcare, "consumer" means a person who may purchase a product and "member" means someone who has purchased or is enrolled in such product.

1. I will act in an ethical manner and with integrity; treat consumers, members, and colleagues with courtesy, respect, and dignity at all times and never intentionally put the consumer/member or UnitedHealthcare at risk.
2. I will comply with all applicable federal and state regulations and guidelines, federal and state laws, and company rules, policies, and procedures that govern the marketing and sale of UnitedHealthcare products, including, but not limited to, telephone solicitations, consumer prior express written consent, opt-out, do-not-call lists, and similar requests and requirements under the Telephone Consumer Protection Act (TCPA) and the Telemarketing Consumer Fraud and Abuse Prevention Act (TCFAPA).
 - a. I will comply with all regulations, guidelines, rules, policies, and procedures related to the use of marketing materials, logos, websites and brand, product, and entity names.
 - b. I will not engage in selective marketing or any marketing activities that disguise the true intent of the solicitation or outreach.
 - c. I will adhere to UnitedHealthcare event requirements when hosting an event. I will comply with all regulations, guidelines, rules, policies, and procedures related to events.
3. I will adhere to all contracting, licensing, appointment, and all applicable Marketplace training, registration, and certification requirements and will not present any UnitedHealthcare product for which I am not properly contracted, licensed, appointed (as required by the state), or for which I have not completed the registration and training required or required certification at the time of marketing or sale.
4. If I am a contracted agent, I will adhere to all the terms and conditions of my agent contract.
5. I will not misrepresent my relationship with UnitedHealthcare, any federal or state agency including the Centers for Medicare & Medicaid Services (CMS), state regulatory or oversight body, or any third-party affiliation.
6. I will not imply to consumers or members that their enrollment is in any way sponsored, endorsed, or shared by any particular federal or state agency or third party.
7. I will not intentionally disparage UnitedHealthcare or its products, any competitor or competitor's products, or any government entity or program.

8. I will treat all UnitedHealthcare-provided resources and property, including leads, with respect and for the use intended or provided. Additionally, I will not share my personal log-in information or use another agent's log-in information nor will I sell a lead provided by UnitedHealthcare.
9. I will adhere to and comply with all anti-discrimination regulations and guidelines.
10. I will adhere to and comply with all regulations related to protecting the privacy of consumers and members, including their health and personally identifiable information, and the appropriate reporting of suspected or actual disclosures. This includes the appropriate use and safeguarding of documentation including consumer consent forms, Enrollment Applications, lead and business reply cards, and any other document containing a consumer or member's health and/or personally identifiable information.
11. I will comply with all regulations, guidelines, rules, policies, and procedures related to the enrollment process including obtaining consumer consent, confirming consumer eligibility, eligibility application accuracy confirmation, service area and election period requirements, and agent-assisted enrollment guidelines. This includes adhering to the appropriate use of all enrollment mechanisms including telephonic, electronic, and internet-based.
12. I will only use my agent identification number (National Producer Number (NPN) or state insurance license number, as applicable) on Marketplace Enrollment Applications for which I assisted the consumer in the enrollment process. UnitedHealthcare will not share or split commission payments between agents.
13. I will not:
 - a. Lead a consumer to believe their signature on an Enrollment Application is for any purpose other than to enroll in an ACA Marketplace plan;
 - b. Enroll a consumer into a plan that they or their authorized legal representative did not authorize; or
 - c. Fraudulently alter, complete, and/or sign an Enrollment Application or any other business document using a consumer's identifying information such as name and/or Social Security number.
14. I will work with the consumer's authorized legal representative if the consumer has mental or physical limitation issues that prevent the consumer from fully understanding the plan.
15. I will not engage in any form of inducement, including the giving or accepting of gifts or financial incentives, coercion, deception, or abuse of fiduciary trust in conducting business on behalf of UnitedHealthcare. This includes any arrangements to share or split any payment or commission with the consumer or member.
16. I will respond as directed and in a timely manner to any inquiry received from UnitedHealthcare related to my sales activities and actions to support investigation of any complaints or concerns, will produce all related documentation within the timeframe requested, and will complete any assigned corrective and/or disciplinary action within the indicated timeframe.
17. I will accept and read all notices from UnitedHealthcare, regardless of communication method, including newsletters and email notifications, that may contain contractual and/or compliance information and updates related to marketing/sales activities. I will ensure my valid email address is on file (in my agent profile) at all times.

18. I will comply with HIPAA Privacy and Security Rules and UnitedHealthcare requirements related to the protection of Protected Health Information (PHI), including encryption requirements that apply to any electronic device that stores and/or transmits PHI (e.g., laptops, smart phones, tablets). I understand that it is my responsibility to ensure all PHI that is stored or transmitted electronically is secured through a valid encryption process (e.g., secure delivery via encrypted email). I also agree to comply with and respond timely if I am randomly selected for virtual and/or telephonic audits UnitedHealthcare performs related to the protection of PHI. I will comply with the reporting requirements for privacy and security incidents.
- a. I will report to UnitedHealthcare any potential HIPAA, PHI, or PII incidents immediately upon discovery.
 - b. I will report privacy incidents to one of the following:
 - i. The UnitedHealthcare Privacy Office at UHC_Privacy_Office@uhc.com.
 - ii. UnitedHealthcare sales leader
 - iii. The Segment Compliance Lead
 - iv. The UnitedHealth Group Compliance and Ethics HelpCenter at 800-455-4521 or www.uhghelpcenter.ethicspoint.com (available 24 hours a day, 7 days a week), or compliance_questions@uhc.com.
 - c. I will report immediately security incidents (e.g., unauthorized access to UnitedHealth Group data/systems, laptop theft) to UnitedHealth Group Support Center at 888-848-3375 (available 24 hours a day, 7 days a week).
19. I attest that I have read, understand, and will abide by UnitedHealth Group's Code of Conduct: Our Principles of Ethics and Integrity (accessible at <https://www.unitedhealthgroup.com/investors/standards.html>). I will maintain professional relationships, act with integrity, exercise the highest standards of business and personal ethics in the conduct of duties, respect human rights, and will not engage in any form of discrimination, harassment, or intimidation.
20. I attest that I have read, understand and will abide by the IFP Pledge of Compliance. I understand that it is my obligation to comply with the law, this Pledge, and all applicable UnitedHealthcare policies, including the Conflict-of-Interest policy, and contractual obligations. I further understand that I have an affirmative duty to report all suspected illegal or unethical conduct, including violations of law, this Pledge, Company policies and contractual obligations, or any concerns about accounting, internal controls, auditing matters, or suspected fraud and abuse. UnitedHealthcare maintains a strict non-retaliation policy for good faith reporting of actual or potential illegal or unethical conduct.