

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

)	
COMMONWEALTH OF MASSACHUSETTS,)	
)	
Plaintiff,)	CIVIL ACTION NO. _____
)	
v.)	
)	COMPLAINT
HEALTH PLAN INTERMEDIARIES)	
HOLDINGS, LLC D/B/A HEALTH INSURANCE)	
INNOVATIONS,)	
)	
Defendant.)	
)	

INTRODUCTION

1. Attorney General Healey on behalf of the Commonwealth of Massachusetts brings this civil action in the public interest against Health Plan Intermediaries Holdings, LLC d/b/a Health Insurance Innovations (“HPIH”) pursuant to G.L. c. 93A, § 4. The Commonwealth alleges that Defendant has, in Massachusetts, unlawfully marketed and sold its health insurance coverage and non-insurance discount health plans through unfair and deceptive means. Defendant’s conduct harmed Massachusetts consumers and the Massachusetts health insurance market. Defendant sought to profit from siphoning healthy consumers out of the Massachusetts health insurance market and selling them plans that violated Massachusetts law in multiple ways. The Commonwealth seeks to enjoin Defendant’s unlawful conduct, require Defendant to disgorge ill-gotten gains and recover restitution for harmed persons, as well as civil penalties and other appropriate relief as the Court deems just and proper.

2. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 93A, § 4, and G.L. c. 214, § 1, and over the Defendant pursuant to G.L. c. 223A, § 3. Venue in this Court is proper under G.L. c. 93A, § 4, G.L. c. 214, § 5 and G.L. c. 223, § 5.

3. The Plaintiff is the Commonwealth of Massachusetts, represented by Maura Healey, Attorney General, who brings this action in the public interest.

4. The Defendant, HPIH, is a company located in Tampa, Florida. HPIH is and has been an insurance producer with a license from the Massachusetts Division of Insurance (“DOI”) under the name Health Plan Intermediaries Holdings, LLC but has carried on the business of insurance broker or agent in Massachusetts under the name Health Insurance Innovations.

5. Defendant offered and marketed coverage under health insurance plans, including that issued by the Unified Life Insurance Company (“Unified Life”) and discount health plans, through agents and in coordination with third-party associations, including the National Congress of Employers.

FACTS

A. Requirement of Filing and/or Approval of Policies by the Division of Insurance

6. During the relevant time, G.L. c. 176J, § 6, and 211 CMR 66.13(1) have required that all health benefit plans sold to individuals or small groups in Massachusetts be filed with the DOI for the approval of the Massachusetts Commissioner of Insurance (the “Commissioner”).

7. HPIH sold to individual Massachusetts residents coverage under health insurance underwritten by Unified Life Insurance Company, which was a health benefit plan that had not filed been with the DOI or approved by the Commissioner.

B. Deceptive Marketing of Health Insurance and Discount Health Plans

8. G.L. c. 93A prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

9. During the relevant time, HPIH, including through its agents, marketed and sold to Massachusetts residents coverage under health insurance policies (the “Insurance Coverage”), including that issued by Unified Life, and membership in non-insurance discount health plans, as defined under 940 CMR 26.00 et seq. (“DHP”).

10. During the relevant time, HPIH, including through its agents, has misrepresented by act or omission the scope and benefits of the Insurance Coverage and the nature and provisions of the DHPs through advertisements and other marketing and sales activities, including through the Internet and the telephone.

i. **Misrepresentation of Mental Health Coverage**

11. During the relevant time, HPIH, including through its agents, represented to Massachusetts residents that Unified Life’s short-term medical insurance (“STM Policy”) covered mental health services.

12. During the relevant time, Unified Life’s STM Policy excluded coverage for mental health services and Unified Life denied claims for such services under that policy.

13. During the relevant time, HPIH knew or should have known that Unified’s Life STM Policy was being misrepresented in this way.

ii. **Misrepresentation of Prescription Coverage**

14. During the relevant time, Unified Life’s STM Policy did not cover prescription drugs but was misleadingly marketed with a prescription plan that did not insure consumers.

15. During the relevant time, HPIH, including through its agents, misrepresented to Massachusetts residents, by statement or implication, that Unified Life’s STM Policy provided prescription coverage

16. During the relevant time, HPIH represented that short-term medical plans it

offered had the “unique advantage[.]” of “Additional options available to add to your plan including . . . Rx.”

iii. Misrepresentation of Approval

17. During the relevant time, HPIH, including through one or more of its agents, falsely represented to one or more Massachusetts residents that Unified Life’s STM Policy was approved by the Commonwealth of Massachusetts.

iv. Misrepresentation of Any Doctor Coverage

18. During the relevant time, HPIH, including through its agents, falsely represented to Massachusetts residents that Unified Life’s STM Policy covered “any doctor” without disclosing all material exceptions, reductions and limitations on coverage for doctor services in that insurance, such as its exclusion coverage for behavioral health services (and, thus, effectively, all psychiatrists).

v. Misrepresentation of A.M. Best Rating

19. During the relevant time, HPIH represented, through its website, the rating by A.M. Best Company, Inc. (“A.M. Best”) of the carriers whose short-term medical insurance it offered. (A.M. Best holds itself out as the largest credit rating agency in the world specializing in the insurance industry.) HPIH offered short-term medical insurance from Unified Life, but the A.M. Best rating of Unified Life was lower than the rating that HPIH represented on its website for the carriers of the short-term medical insurance that it offered.

vi. Misleading Claims of Comprehensive Coverage

20. During the relevant time, HPIH, including through its agents, misrepresented that policies such as Unified Life’s STM Policy were “comprehensive” when it contained no prescription coverage, an exclusion from coverage for Acquired Immune Deficiency Syndrome

and a host of illegal exclusions from coverage, including for mental health services, maternity, and diabetes services.

21. During the relevant time, HPIH, including through its agents, represented to Massachusetts residents that short-term medical insurance offered by it, including Unified Life's STM Policy, were "comprehensive."

22. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's STM Policy, has stated, as follows:

It shall be considered misleading, and therefore prohibited, for a marketing method to contain or use words or phrases such . . . "comprehensive" . . . in a manner which exaggerates any benefits beyond the terms of the policy."

23. During the relevant time, HPIH knew or should have known that it was misleadingly marketing Unified Life's STM Policy in this way.

vii. Deceptive Passing off of Benefits from Multiple Products

24. During the relevant time, HPIH, including through its agents, deceptively described various benefits contained in Unified Life's STM Policy and other insurance and/or non-insurance discount health plans without clearly and conspicuously disclosing that the benefits were provided only through a combination of separate products.

25. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's STM Policy, has stated:

When a marketing method refers to various benefits which may be contained in two or more policies (other than group master policies), it shall be considered misleading, and therefore prohibited, unless it discloses that such benefits are provided only through a combination of such policies

viii. Misleading Descriptions of Coverage Limitations as Positive Features

26. During the relevant time, HPIH, through its agents, deceptively marketed to Massachusetts residents limitations on health insurance coverage it was marketing, such as Unified Life's STM Policy, including its overall maximum benefit, as positive aspects of the coverage.

27. During the relevant time, HPIH marketed, through its website, short-term term health insurance, including Unified Life's STM Policy, as including, as an "Exclusive Feature[]," a "Coverage Period Maximum of \$1 million."

28. During the relevant time, HPIH through a video on its website represented that short-term medical plans marketed by it, which for Massachusetts was Unified Life's STM Policy, had as a benefit "\$2M COVERAGE."

29. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's STM Policy, has stated:

It shall be considered misleading, and therefore prohibited, for a marketing method to present descriptions of a policy limitation, exception, or reduction, worded in a positive manner to imply that it is a benefit, such as, describing a waiting period as a "benefit builder," or stating "even pre-existing conditions are covered after two years." Words and phrases used in a marketing method to describe such policy limitations, exceptions and reductions shall fairly and accurately describe the negative features of such limitations, exceptions and reductions of the policy offered.

ix. Misleading Comparisons

30. During the relevant time, HPIH, including through its agents, misrepresented to Massachusetts residents that Unified Life's STM Policy was similar to other health insurance.

31. During the relevant time, HPIH, including through its agents, likened the STM Policy to Blue Cross Blue Shield policies.

32. During the relevant time, HPIH, including through its agents, sold coverage under Unified Life's STM Policy to Massachusetts residents who had used searches on Google that had

included the terms blue, cross, short and term.

33. During the relevant time, HPIH represented that short-term medical insurance offered by it, which for Massachusetts was Unified Life's STM Policy, "cost[] about half the price of regular insurance, and the coverage is similar."

34. Affordable Care Act ("ACA") compliant health plans, plans compliant with Massachusetts' definition of minimum creditable coverage and Blue Cross Blue Shield of Massachusetts plans generally have been required to have mental health, pregnancy and other coverage that Unified Life's STM Policy lacked.

35. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as Unified Life's STM Policy, has stated, as follows:

When a marketing method makes comparisons between insured health plans, it shall be considered to be misleading, and therefore prohibited, if it makes unfair or incomplete comparisons of policy benefits.

x. **Misrepresentation of Meeting Federal Individual Mandate**

36. Unified Life's STM policy was not compliant with the ACA and did not enable consumers to meet ACA's requirement to have health insurance (the "Federal Individual Mandate").

37. During the relevant time, HPIH, including through its agents, misrepresented to Massachusetts residents, by statement or implication, that Unified Life's STM Policy was ACA-compliant and enabled consumers to meet ACA's requirement to have health insurance.

38. During the relevant time period, HPIH stated in a video on its website

The Affordable Care Act is changing healthcare but it won't necessarily make it more affordable, not unless you're getting enough of a government subsidy, which is exactly why 40 million smart, savvy people who know they need it choose not to have it. Yet, the law says you have to have it or you'll pay a tax. But what if there was a way to be covered by health insurance that was actually affordable and comprehensive? Amazingly, there's a solution out there. It's called short-term medical.

xi. Failure to Disclose Insufficiency to Meet State Individual Mandate

39. During the relevant time, HPIH, including through its agents, marketed and sold in Massachusetts health insurance, including, but not limited to, coverage under Unified Life's STM Policy, all of which was not minimum creditable coverage within the meaning of c. 111M and was not sufficient to enable consumers to meet G.L. c. 111M's requirement to have health insurance (the "State Individual Mandate"), without disclosing that fact.

40. During the relevant time, HPIH knew or should have known that Unified Life's STM Policy and other health insurance was being misrepresented in this way.

xii. Deceptive Use of Statistics without Citing Their Source

41. During the relevant time, HPIH, including through its agents, used statistics in marketing insured health plans without identifying the source of the statistics.

xiii. Failure to Provide Clear and Conspicuous Disclosure of Premium

42. During the relevant time, HPIH, including through its agents, failed to provide to Massachusetts residents clear and conspicuous disclosure of premium rates.

43. During the relevant time, HPIH, including through its agents, failed to provide to Massachusetts residents specific disclosure of premium rates for Unified Life's STM Policy and other health insurance, by describing the premium bundled and combined with other fees, such as for association membership.

44. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's STM Policy and other of the Insurance Coverage, has stated, as follows: "It shall be considered misleading, and therefore prohibited, to solicit an offer to contract for a health insurance policy without a clear and conspicuous disclosure of the premium rate for such policy."

xiv. **Deceptive Failure to Disclose Limitations in Connection with Description of Benefits**

45. During the relevant time, HPIH, including through its agents, represented to Massachusetts residents its Coverage by referring to benefits, without disclosures of applicable exceptions, reductions and limitations without which the representations had a capacity and tendency to deceive.

46. During the relevant time, upon information and belief, HPIH, including through its agents, represented to Massachusetts residents that Unified Life's STM Policy covered unlimited doctor office visits when, in fact, that policy contained an overall lifetime maximum.

47. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as Unified Life's STM Policy, has stated, as follows:

When a marketing method refers to either a dollar amount or a period of time for which any benefit is payable, or the cost of the policy, or specific policy benefit, or the loss for which such benefit is payable, it shall be considered misleading, and therefore prohibited, unless it also discloses those exceptions, reductions and limitations affecting the basic provisions of the policy without which the marketing method would have the capacity or tendency to mislead or deceive.

xv. **Failure to Disclose Premium Impact of Benefit Level Options**

48. During the relevant time, HPIH, including through its agents, deceptively marketed Unified Life's STM Policy to Massachusetts residents with reference to a choice of benefit amounts without disclosing that the amount of benefits provided to the consumer depended upon the plan selected by the consumer and that the premium would vary with the amount of the benefits selected.

49. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's STM Policy, has stated, as follows:

When a marketing method refers to a choice of benefit amounts, it shall be considered misleading, and therefore prohibited, if it does not disclose that the amount of benefits provided to the consumer depends upon the plan selected by the consumer and that the premium will vary with the amount of the benefits selected.

xvi. Deceptive Marketing of Health Insurance without Disclosure of the Carriers' Name

50. During the relevant time, HPIH, including through its agents, deceptively marketed Unified Life's STM Policy to Massachusetts residents without disclosing Unified Life's name.

xvii. Unfair Marketing through Unlicensed Agents

51. During the relevant time, HPIH has unfairly marketed in Massachusetts through one or more agents that were not licensed by the DOI and compensated one or more of these unlicensed agents.

xviii. Deceptive Emotional Manipulation

52. During the relevant time, HPIH, including through its agents, has deceptively marketed health insurance in Massachusetts using depictions of accounts of illness and the overemphasis of catastrophic risk in such a way as to invite the purchase of insured health plans for emotional rather than functional reasons.

53. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans has stated, as follows:

It shall be considered misleading, and therefore prohibited, for a marketing method to use photographs, illustrations, depictions or fictionalized accounts of illness or illness-related subjects, or overemphasis of exceptional or catastrophic risk, or exaggeration of potential out-of-pocket costs of health care, or any other marketing method in such a way as to invite the purchase of an insured health plan for emotional rather than functional reasons.

xix. Deceptive Marketing through Assumed Names

54. During the relevant time, HPIH, including through its agents, has deceptively marketed in Massachusetts using assumed names not disclosed to the DOI.

xx. **Deceptive Marketing of Specified Disease Insurance**

55. During the relevant time, HPIH, including through its agents, has deceptively marketed specified disease insurance in Massachusetts.

56. During the relevant time, HPIH, including through its agents, has deceptively marketed specified disease insurance in Massachusetts without the required disclosure that “THIS IS A SPECIFIED DISEASE ONLY POLICY.”

57. During the relevant time, HPIH, including through its agents, has deceptively marketed specified disease insurance in Massachusetts without its agents disclosing the fact that the agents receive compensation in connection with the sale or replacement of all specified disease insurance.

58. During the relevant time, HPIH, including through its agents, deceptively sold specified disease insurance without providing the required written disclosures.

59. During the relevant time, HPIH, including through its agents, deceptively sold specified disease insurance through application forms that did not meet regulatory requirements.

xxi. **Failure to Adequately Disclose The Nature of Plans in Applications**

60. During the relevant time, HPIH, including through its agents, in marketing Unified Life STM Policy and other health insurance to Massachusetts residents failed to disclose adequately the nature of that plan in application forms for it.

61. The enrollment form for Unified Life’s STM Policy that HPIH, including through its agents, used in selling coverage under that Policy to Massachusetts residents, failed to

a. clearly and unambiguously disclose in negative terms the nature and extent of the STM Policy’s exclusion on coverage of preexisting conditions;

b. disclose the premium rate for the coverage, separated out from any other fee;

and

c. did not have space for the applicant's signature acknowledging understanding of such disclosures at the completion of those disclosures and other statements required by 211 CMR 40.13.

62. During the relevant time, Massachusetts regulation, which covers marketing of insured health plans, such as HPIH's marketing of Unified Life's Health Insurance, including the STM Policy, has required such statements and characteristics in application forms for insured health plans.

63. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of their legally protected interests.

xxii. Passing Off Discount Health Plans as Insurance

64. During the relevant time, HPIH, including through its agents, used and/or caused to be used in connection with marketing or selling one or more DHP in marketing materials the term insurance except as specifically provided in 940 CMR 26.04(1)(a) or as a disclaimer of any relationship between the DHP and insurance;

65. During the relevant time, HPIH, including through its agents, used and/or caused to be used in connection with marketing or selling one or more DHP in marketing materials the terms "coverage" and "premium" in a manner that had the capacity to mislead a person into believing that the plan is a type of health insurance;

66. During the relevant time, HPIH, including through its agents, also failed disclose that the DHPs that it marketed and sold to Massachusetts residents were not health insurance.

67. During the relevant time, HPIH, including through its agents, failed in addition to make other disclosures required by 940 CMR 26.04(1) with respect to DHPs that it marketed and sold to Massachusetts residents.

68. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of their legally protected interests.

C. **Unlawful Requirement of Association Membership**

69. During the relevant time, G.L. c. 176J, § 4 provided, except in certain situations, "each carrier shall enroll any eligible small business or any eligible individual which seeks to enroll in a health benefit plan."

70. During the relevant time, Defendant HPIH unfairly required Massachusetts residents to enroll in a third-party association to purchase Unified Life's STM Policy, when no exception applied under G.L. c. 176J, § 4, to the general obligation on Unified Life to enroll those individuals.

71. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of their legally protected interests.

D. **Marketing and Selling Health Insurance with Illegal Exclusions of Coverage Based on Pre-existing Conditions and Health Status**

72. During the relevant time, HPIH represented to Massachusetts residents that they would be ineligible for coverage under one or more Unified Life-insured health benefit plans, within the meaning of G.L. c. 176J, § 1, based on certain pre-existing conditions and health status (when such exclusions from coverage were unlawful under G.L. c. 176J, § 4 and c. 176N, § 2).

73. During the relevant time, G.L. c. 176J, § 4 and c. 176N, § 2, have prohibited health plans from excluding individuals from coverage based upon pre-existing condition or health status.

74. During the relevant time, HPIH used an enrollment form with Massachusetts consumers that stated that coverage under Unified Life's STM Policy could not be issued if the consumer or any dependent, among other things,

- a. was pregnant, receiving infertility treatments or in the process of adoption;
- b. was overweight and diagnosed with high blood pressure or elevated cholesterol or
- c. within the last five years had been diagnosed with (or received diagnostic testing for)
 - i. alcoholism or substance abuse
 - ii. cancer
 - iii. diabetes
 - iv. heart disorder
 - v. immune disorder (including HIV and AIDS)
 - vi. kidney or liver disorder or
 - vii. mental/nervous disorder requiring hospitalization.

75. HPIH engaged in unfair methods of competition and unfair and deceptive acts and practices by marketing and selling coverage under Unified Life's STM Policy that excluded potential Massachusetts insureds with pre-existing conditions and by instructing potential insureds that they could seek other health insurance coverage if they developed a serious illness while insured by Unified Life.

76. HPIH, through its agents, marketed short-term medical insurance with the pitch that "if you develop a condition that disqualifies you from reapplying [for short-term medical

insurance] in future years, no worries, it doesn't matter. You can't be disqualified from traditional major medical insurance plans after your short-term medical plan runs out.”

77. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of their legally protected interests.

E. Marketing Coverage with Unlawful Exclusions of Coverage for Mandated Benefits

78. During the relevant time period, G.L. c. 175, §§ 47B, 47C, 47F, 47G, 47H, 47I, 47N, 47U, 47V, 47W, 47X and 47Z have required health insurance policies to provide coverage for certain benefits to Massachusetts insureds, including mental illness benefits on a non-discriminatory basis, benefits for newborns and young children, maternity-related benefits, benefits for cytologic screenings and mammographic examinations, infertility benefits, nonprescription enteral formulas for home use, diabetes-related benefits, emergency services (including emergency transportation), benefits for human leukocyte antigen testing or histocompatibility locus antigen testing, outpatient contraceptive services benefits, benefits for the treatment of speech, hearing and language disorders and prosthetic devices, including their repair.

79. During the relevant time period, HPIH sold coverage under Unified Life's STM Policy in Massachusetts that unlawfully excluded and/or failed to include, as mandated, mental illness benefits, benefits for newborns and young children, maternity-related benefits, benefits for cytologic screenings and mammographic examinations, infertility benefits, nonprescription enteral formulas for home use, diabetes-related benefits, emergency services (including emergency transportation benefits), for human leukocyte antigen testing or histocompatibility locus antigen testing, outpatient contraceptive services benefits, benefits for the treatment of speech, hearing and language disorders and benefits for the repair and replacement of prosthetic devices.

80. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of their legally protected interests.

FIRST CAUSE OF ACTION

(Violation of Consumer Protection Act, G.L. c. 93A)

81. The Commonwealth realleges and incorporates all earlier paragraphs of this Complaint.

82. HPIH has violated the Consumer Protection Act, G.L. c. 93A, § 2, by engaging in the following unfair and deceptive practices in trade or commerce in Massachusetts:

- a. marketing and selling to Massachusetts residents health insurance coverage that was not authorized for sale in Massachusetts;
- b. misrepresenting the scope and coverage of health insurance coverage and the nature and provisions of discount health plans marketed and sold in Massachusetts by act and omission;
- c. falsely representing to one or more Massachusetts residents that Unified Life's STM Policy was approved by the Commonwealth of Massachusetts when it was not;
- d. misrepresenting to one or more Massachusetts residents that Unified Life's STM Policy covered "any doctor" when, for example, it excluded mental health coverage;
- e. misrepresenting Unified Life's rating by A.M. Best, including in Massachusetts;
- f. misrepresenting, including in Massachusetts, that that Unified Life's STM Policy was "comprehensive" when, for example, it excluded mental health coverage and did not cover prescriptions;

- g. deceptively passing off, including in Massachusetts, benefits coming from two or more health insurance policy and/or non-insurance discount health plan(s) as coming from one insurance policy;
- h. misrepresenting to Massachusetts residents that one or more coverage maximum in Unified Life's STM Policy was a benefit;
- i. making incomplete and/or unfair comparisons between insurance policies and/or non-insurance discount health plans to one or more Massachusetts residents;
- j. misrepresenting to Massachusetts purchasers that the health insurance coverage marketed and sold by it was sufficient to enable the purchasers to meet the requirement under the Affordable Care Act to have health insurance;
- k. failing to disclose to Massachusetts purchasers that health insurance marketed and sold by it was not minimum creditable coverage within the meaning of G.L. c. 111M, § 1 and 956 CMR 5.00;
- l. representing that Massachusetts residents would be excluded from health insurance coverage based upon their health status;
- m. misleadingly using statistics relating to marketing health insurance to one or more Massachusetts residents;
- n. misleadingly marketing and selling health insurance in Massachusetts without a clear and conspicuous disclosure of the separate cost of each such product;
- o. misleadingly failing to disclose limitations on health insurance coverage in connection with descriptions of benefits thereof in Massachusetts;

- p. misleadingly referring to a choice of benefit amounts without disclosing that the amount of benefits provided to the consumer depends upon the plan selected by the consumer and that the premium will vary with the amount of the benefits selected in marketing of health insurance in Massachusetts;
- q. misleadingly marketing health insurance coverage in Massachusetts without disclosing the name of the insurance company underwriting the coverage;
- r. misleadingly selling health insurance through unlicensed brokers and paying compensation for such unlawful sales;
- s. misleadingly manipulating consumers' emotions to sell health insurance to one or more Massachusetts residents;
- t. misleadingly doing business as an insurance agent or broker in Massachusetts under a name or names other than name under which it was licensed by the DOI;
- u. misleadingly marketing and selling specified disease insurance,
 - i. without required disclosures;
 - ii. through an application without required provisions;
- v. misleadingly selling health insurance based upon applications lacking required provisions;
- w. misleadingly passing off in Massachusetts non-insurance discount plans as health insurance through act and omission;
- x. marketing coverage in Massachusetts that contained exclusions, limitations of or otherwise failed to cover mandated benefits in violation of Massachusetts law.

83. These actions violated G.L. c. 175, §§ 162P, 177, 211 CMR 40.00 et seq., 211 CMR 146.00 et seq 940 CMR 3.00 et seq. and 940 CMR 26.00 et seq., all of which are meant to protect the public's health, safety or welfare.

84. Violations of these statutes and regulations are unfair and deceptive acts and practices in violation of the Consumer Protection Act, G.L. c. 93A, § 2, directly, and by operation of 940 CMR 3.16(3).

85. HPIH knew or should have known it was committing unfair and deceptive acts and practices in violation of G.L. c. 93A, § 2.

86. As a result of HPIH's unfair and deceptive acts and practices, Massachusetts consumers were injured by the violation of legally protected interests.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests that the Court:

1. Enter final judgment against Defendant:
 - a) Issuing a permanent injunction enjoining Defendant from further violating state laws and regulations governing the marketing or selling of health insurance policies and discount health plans; and prohibiting Defendant from engaging in unfair or deceptive acts or practices;
 - b) Ordering Defendant to make full and complete restitution to each and every person injured by its illegal, unfair and deceptive acts or practices;
 - c) Ordering Defendant to disgorge all payments received as a result of its unlawful, unfair or deceptive acts or practices;
 - d) Ordering Defendant to pay a penalty of five thousand dollars for each act or practice that Defendant knew or should have known to be unfair, deceptive or

otherwise in violation of G.L. c. 93A;

e) Ordering Defendant to pay the Commonwealth attorneys' fees and costs;

and

f) Ordering such other relief as the Court may deem just and proper.

COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY
ATTORNEY GENERAL

/s/Emiliano Mazlen
Emiliano Mazlen BBO # 600912
Assistant Attorney General
Health Care Division
One Ashburton Place
Boston, MA 02108
(617) 727-2200 x2457
Emilano.Mazlen@mass.gov

DATE: October 13, 2021