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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

HEALTH PLAN INTERMEDIARIES  
HOLDINGS, LLC D/B/A HEALTH INSURANCE  
INNOVATIONS,

Defendant.

CIVIL ACTION NO. 21-23374

10/13/2021

FINAL JUDGMENT BY CONSENT

The Court has reviewed the Complaint filed in this case by the Commonwealth of Massachusetts (the "Commonwealth"), the assented-to Motion for Entry of Final Judgment by Consent and the attached Consent. The Court finds that it properly has subject matter jurisdiction of this Complaint and personal jurisdiction over the defendant, Health Plan Intermediaries Holdings, LLC d/b/a Health Insurance Innovations ("HPIH"), and finds that the entry of this Final Judgment by Consent ("Consent Judgment") is in the interest of justice.

WHEREAS, without admission of liability, in order to amicably resolve their differences concerning the Complaint and in order to avoid the cost and uncertainty of litigation, the parties have agreed to the entry of this Consent Judgment;

WHEREAS, the Attorney General of the Commonwealth (the "Attorney General") has concluded an investigation into the practices of HPIH regarding the marketing and sale of health

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JUDGMENT ENTERED ON DOCKET Oct 29, 21  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)  
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-  
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

insurance policies and certificates issued or delivered to Massachusetts residents and non-insurance discount health plans;

WHEREAS, the Attorney General's investigation pertained to allegations that HPIH engaged in unfair and deceptive acts and practices that harmed Massachusetts consumers by unfairly or deceptively marketing health insurance plans and non-insurance discount health plans;

WHEREAS, HPIH represents that it has not made any sales to any Massachusetts resident since May 31, 2017;

and

WHEREAS, the Commonwealth has filed an assented-to motion seeking entry of this Consent Judgment;

Accordingly, good cause being shown, IT IS ORDERED THAT:

1. HPIH and its subsidiaries, divisions, affiliates, officers, agents, sub-agents, servants, employees, and attorneys, as well as successors and assigns, and all other persons and entities, corporate or otherwise in active concert or participation with them with actual notice of this injunction, whether acting individually or through any corporation, trust or other device, are permanently restrained and enjoined, pursuant to G.L. c. 93A, § 4, from:

a) Marketing deceptively and/or unfairly (through groups, associations or otherwise) any health insurance policy or certificate or rider of group insurance coverage (a "Policy") or any non-insurance health plan, including any discount health plan as defined in 940 CMR 26.00 et seq. ("DHP") (collectively "NIHP")<sup>1</sup>, through any material or communication presented, distributed or disseminated in Massachusetts (including, without limitation, any

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<sup>1</sup> For the avoidance of doubt, "Policy" shall not include any Medicare Advantage plans, Medicare Advantage Prescription Drug plans, standalone Medicare prescription drug (Part D) plans or Medicare Supplement.

marketing material originating outside Massachusetts concerning a product that is not available in Massachusetts pursuant to applicable Massachusetts law, which may reasonably be expected to be seen or heard in this Commonwealth unless it prominently sets forth a disclaimer that the advertised product is not available to residents of the Commonwealth, as defined in G.L. c.

111M §1; however, a prominent, clear and conspicuous disclaimer to this effect listing multiple states of which the Commonwealth is one shall satisfy this requirement), including (but not limited to) by:

- i. violating 211 CMR 40.00 et seq.;
- ii. violating 211 CMR 146.00 et seq.;
- iii. representing, by statement, implication or omission, that the Policy has been approved by the Massachusetts Division of Insurance (or any other governmental entity or agency), unless the Policy has and remains approved for sale in Massachusetts by that referenced entity;
- iv. representing, by statement, implication or omission, that the Policy covers “any doctor” or words to similar effect, without in close proximity to that language, clearly and conspicuously disclosing, any limitation, exclusion, restriction or reduction on such coverage, including, but not limited, if the Policy excludes a category of services, such as behavioral health services;
- v. representing, by statement, implication or omission, that the Policy covers services (for example, prescription drugs) that it does not in fact cover;
- vi. representing, by statement, implication or omission, coverage under any Policy as “comprehensive,” “unlimited” or similar words and phrases, in a manner which exaggerates any benefits beyond the terms of the Policy;

vii. representing, by statement, implication or omission, the provisions of any NIHP as “comprehensive,” “unlimited” or similar words and phrases, in a manner which exaggerates any benefits beyond the terms of the plan, including, but not limited to, without in close proximity to the claim clearly and conspicuously disclosing any limitations, reductions or exclusions on that or related aspects of the plan;

viii. describing, by statement, implication or omission, any Policy or NIHP limitation, exception, or reduction:

(a) in a positive manner to imply that it is a benefit, such as, describing a policy maximum of \$1 million by referring to the policy as offering \$1 million in coverage or by referring to the policy maximum amount as a benefit, feature or highlight of the coverage; or

(b) in any manner other than by fairly and accurately setting forth the negative features of such limitations, exceptions and reductions of the policy offered.

ix. making unfair or incomplete comparisons of Policy benefits, DHP discounts or other NIHP provisions or comparing non-comparable aspects of policies of other carriers and/or plans from other entities;

x. falsely representing, by statement, implication or omission, that the Policy or NIHP was sufficient to meet any mandate to have health insurance under federal or state law;

xi. representing, by statement, implication or omission, that individuals were excluded from coverage under the Policy based upon health status or history when such exclusion is unlawful;

xii. using any combination of words, symbols, or physical materials which by their content, phraseology, shape, color or other characteristics are so similar to combination of words, symbols, or physical materials used by agencies of Massachusetts or of the Federal Government, or otherwise appear to be of such a nature that it tends to confuse or mislead prospective insureds or plan members into believing that the solicitation is in some manner connected with an agency of the municipal, state, or Federal Government;

xiii. failing to make a clear and conspicuous disclosure of the premium rate for coverage under the Policy;

xiv. failing to make a clear and conspicuous disclosure of the monthly cost of the NIHP;

xv. referring 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, without making disclosures of those exceptions, reductions and limitations affecting the basic provisions of the Policy without which the marketing would have the capacity or tendency to mislead or deceive;

xvi. referring to a choice of benefit or discount amounts without disclosing that the amount of benefits or discounts provided to the consumer depends upon the plan selected by the consumer and that the premium or price will vary with the amount of the benefits selected;

xvii. failing to clearly identify the name of the carrier (rather than a trade name, or insurance group designation, name of the parent company or the insurer, name of a particular division of the insurer, service mark, slogan, symbol, brand name or other device

without first clearly and conspicuously in the marketing material or statement, disclosing the name of the actual insurer) for any Policy and the form number of the Policy;

xviii. failing to clearly identify the name of discount health plan organization whose DHP is being marketed;

xix. using 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;

xx. falsely describing the rating of any carrier of any Policy by A.M. Best or any other rating entity;

xxi. using statistics without, in close proximity to the statistic, clearly and conspicuously identifying the source and date of the statistic;

xxii. referring to various benefits which may be contained in two or more policies and/or NIHPs, unless it discloses that such benefits are provided only through a combination of such policies and/or NIHP, including, but not limited to, disclosing which benefits come from which Policy or NIHP and, for any NIHP, that the plan is not insurance and the benefit is not an insured benefit and, as applicable, has no guarantee of payment;

xxiii. using an application form to be completed by or on behalf of an applicant for any form of health insurance that:

(a) does not comply with 211 CMR 40.13;

(b) does not state clearly and unambiguously in negative terms the nature and extent of any preexisting condition exclusion;

(c) does not specifically and explicitly disclose the premium rate for the coverage, separated out from any other fee; or

(d) does not have space for the applicant's signature acknowledging understanding of such disclosures at the completion of the required statements by subparagraphs 2 and 3 immediately above and any other statements required by 211 CMR 40.13.

xxiv. doing so through any individual or entity not licensed as an insurance producer in Massachusetts by the Massachusetts Division of Insurance ("DOI");

xxv. doing business as an insurance agent or broker in Massachusetts under a name or names other than the name under which it is licensed with DOI;

xxvi. describing a specified disease insurance Policy without stating prominently, clearly and conspicuously that "THIS IS A SPECIFIED DISEASE ONLY POLICY";

xxvii. discussing a specified disease insurance Policy without the agent disclosing in the same medium (e.g. orally and/or in writing) in which the discussion is occurring clearly and conspicuously that the agent receives compensation in connection with the sale or replacement of all specified disease insurance and accurately answering any question or inquiry about that disclosure, including, but not limited to, which Policy is being referred and the amount and/or method of calculation of compensation;

xxviii. presenting or filling out an application for specified disease insurance without first delivering and bringing to the potential applicant's attention all required disclosures, including, but not limited to, those described in 211 CMR 146.100 and 146.101;

xxix. using an application form to be completed by or on behalf of an applicant for specified disease insurance that does not include questions designed to elicit the following:

- (a) Whether, as of the date of the application, the applicant and all dependents being considered for the specified disease policy are covered by a health plan; provided further that the question must call for an affirmative response to such question;
- (b) Whether, as of the date of the application, the applicant and any dependents being considered for the specified disease policy have in force and/or application(s) pending for another specified disease policy or certificate for the same specified disease with the same or a different insurer, and whether the insurance applied for is intended to replace any of this coverage; and
- (c) The number of specified diseases for which the applicant and any dependents being considered for the specified disease policy have coverage in-force as of the date of application and/or the number of application(s) pending as of the date of application.

xxx. violating 940 CMR 26.00 et seq.;

xxxii. using or causing to be used in connection with marketing or selling any NIHP in advertisements, marketing material, communications, brochures and discount health plan cards with the term insurance except as a disclaimer of any relationship between the NIHP and insurance;

xxxiii. using or causing to be used in connection with marketing or selling any NIHP in advertisements, marketing material, communications, brochures and discount health plan cards, the following terms: "health plan" without the term "discount" used before the words "health plan," "coverage," "copay," "copayments," "deductible," "preexisting conditions,"

"guaranteed issue," "premium," "PPO," "preferred provider organization," "open enrollment" or other terms in a manner that has the capacity to mislead a person into believing that the plan is a type of health insurance; and

xxxiii. failing to disclose at the time of initial contact to a prospective member and in all advertisements, brochures or marketing material relating to a NIHP:

- (a) that the plan is not insurance coverage and does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00;
- (b) for a DHP offering a range of discounts, that the range of discounts for specified medical, pharmacy or ancillary services provided under the plan will vary depending upon the type of provider and the type of services received;
- (c) for a DHP, that the DHP does not make any payments to providers for services received;
- (d) for a DHP, or as otherwise applicable, that the plan member is obligated to pay for all services provided by providers that participate in the NIHP;
- (e) the name and contact information of the NIHP, including mailing address, telephone number and email address, if any; and
- (f) a toll-free telephone number and website address for the discount health plan organization or sponsor of the NIHP for prospective members and members to obtain additional information about and

assistance on the plan and up-to-date lists of providers  
participating in the NIHP.

b) engaging in unfair or deceptive acts or practices in offering to any person residing in Massachusetts, directly or through any group or association, any health insurance policy or certificate or rider of group insurance coverage that fails to comply with the statutory requirements of M.G.L. Chapters 175 §§ 47B, 47C, 47F, 47G, 47H, 47I, 47N, 47U, 47V, 47W, 47X and 47Z, and Chapters 176J and 176N, as applicable, as those chapters may be hereafter amended;

c) marketing or offering to any person residing in Massachusetts, directly or through any group or association, any health insurance policy or certificate or rider of group insurance coverage unless such policy or certificate complies with the statutory requirements of M.G.L. Chapter 175 §§ 47B, 47C, 47F, 47G, 47H, 47I, 47N, 47U, 47V, 47W, 47X and 47Z and Chapters 176J and 176N, as applicable, as those chapters may be hereafter amended;

d) requiring association group membership, in marketing or selling coverage under a health benefit plan, as defined in G.L. c. 176J, § 1, that is governed by G.L. c. 176J, except for individuals and small groups with five or fewer members but only if the association is an intermediary with respect to whom all requirements of the Division of Insurance, including under 211 CMR 66.00 et seq., have been met, including, but not limited to, in violation in G.L. c. 93A; and

e) marketing or offering to any person residing in Massachusetts any health insurance policy or certificate or rider of group insurance coverage, as to which disclosure of not constituting minimum creditable coverage is required by DOI Bulletin 2010-7, as it may be hereafter amended, or by any such other formal guidance concerning requirements of disclosure

of not constituting minimum creditable coverage within the meaning of M.G.L. c. 111M, § 1 as may subsequently be issued by the Massachusetts Division of Insurance, including, but not limited to, in violation of G.L. c. 93A, unless all marketing materials and communications relating to such policy or certificate which are provided to or made accessible to persons residing in Massachusetts clearly and conspicuously disclose that the policy or certificate does not constitute minimum creditable coverage within the meaning of M.G.L. c. 111M, § 1 (and, thus, does not enable the Massachusetts resident to satisfy the requirement of M.G.L. c. 111M, § 2, to have health insurance that meets that standard), however, a prominent disclaimer to this effect listing multiple states of which the Commonwealth is one shall satisfy this requirement.

2. HPIH and its subsidiaries, divisions, affiliates, officers, agents, sub-agents, servants, employees, and attorneys, as well as successors and assigns, and all other persons and entities, corporate or otherwise in active concert or participation with them with actual notice of this injunction, whether acting individually or through any corporation, trust or other device, are permanently restrained and enjoined, pursuant to G.L. c. 93A, § 4 from selling any Policy or NIHP<sup>2</sup> to any Massachusetts resident for one (1) year from the date of entry of this Consent Judgment. HPIH shall not be precluded from selling Medicare Advantage programs as a result of signing this Consent Judgment. If HPIH recommences selling any Policy or NIHP after that date, it must give one (1) month advanced notice to the Attorney General's Office in writing of what product(s) it proposes to sell, through what agency, agent(s) or channels and provide any further information about its proposal within fourteen (14) days of request by the Attorney General's Office.

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<sup>2</sup> For the avoidance of doubt, "Policy" shall not include any Medicare Advantage plans, Medicare Advantage Prescription Drug plans, standalone Medicare prescription drug (Part D) plans or Medicare Supplement.

3. To the extent that HPIH is to recommence sales in Massachusetts of any Policy or NIHP, it shall provide a copy of this Judgment to any agency or agent that is proposed to market or sell any such Policy and/or NIHP in Massachusetts and HPIH must obtain a written acknowledgement from the agency or agent that it, he, she or they have reviewed the Judgment, understands its terms, understands that it is bound by them when acting as an agent of or otherwise in concert or participation with HPIH or any other entity bound by the permanent injunctions herein and understands that the agency or agent may be subject to penalties for contempt if the agency were to violate any aspect of the injunctions herein while so acting, having actual notice of the injunction. HPIH must provide copies of those written acknowledgements within fourteen (14) days of request by the Attorney General's Office.

4. Within twenty-one (21) calendar days after the entry of this Consent Judgment, HPIH shall pay \$110,000 (one hundred and ten thousand dollars) to the Office of the Attorney General, of which \$100,000 shall be for civil penalties and \$10,000 shall be for the costs of the investigation, said payment to be made by electronic fund transfer to the Office of the Massachusetts Attorney General to an account identified by the Commonwealth.

5. HPIH shall provide consumer notices, consumer relief and related payments, as described in Schedule 1 hereto, which is incorporated by reference.

6. Within thirty (30) calendar days of HPIH receiving any mailing, notice, letter, Notice Letter, Payment Letter, and/or check that it is required to send by this Consent Judgment, including by Schedule 1 hereof ("Mailing"), returned by the U.S. Postal Service because the mailing address was incorrect, HPIH shall have made reasonable efforts to identify the intended recipient's correct address and resend such Mailing, including, but not limited to, resending any Mailing to any forwarding address provided by the U.S. Postal Service or provided by an address

research firm, which may be an on-line service, retained by HPIH to obtain an updated address for any person whose Mailing is returned by the U.S. Postal Service without a forwarding address.

7. Nothing in this Consent Judgment shall require the Commonwealth, the Office of the Attorney General or any individual (including, but not limited to, anyone that receives a payment from HPIH pursuant to Schedule 1 or otherwise) to pay any amount to HPIH.

8. HPIH shall comply with all reasonable inquiries and requests from the Office of the Attorney General regarding the implementation of the terms contained within this Consent Judgment.

9. In accordance with the attached Consent, HPIH has waived all rights of appeal. HPIH has also waived the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure with respect to the entry of this Consent Judgment.

10. This Consent Judgment resolves only the allegations and claims raised in the Complaint filed against HPIH, and does not resolve and shall not be deemed a waiver of any other actual or potential claims the Commonwealth may have against HPIH or that HPIH may have against any person other than the Commonwealth. It does not resolve any claims by any party other than the Commonwealth. This Consent Judgment similarly does not resolve any actual or potential claims by the Commonwealth against any other entity, including, but not limited to, any associations or sub-brokers.

11. This Consent Judgment represents the entire agreement between the Commonwealth and HPIH concerning the matters addressed herein. It supersedes any prior agreement, understandings or stipulations between the parties regarding the subject matter hereof

and may not be modified except by further order of the Court obtained after reasonable notice to all parties has been provided.

12. Neither this Consent Judgment, nor any part thereof, including, without limitation, any statements or notices required by this Consent Judgment, shall be treated or construed as an admission of liability or wrongdoing, admitted into evidence against HPIH or any of its parent corporations, subsidiaries, affiliates, predecessors or successors-in-interest or used for any other purpose in any proceeding, except in a proceeding to enforce the terms of this Consent Judgment. HPIH does not admit or concede any actual or potential fault, wrongdoing, liability or violation of law in connection with any facts or claims that have been or could have been alleged against it.

13. Any violation of this Final Judgment by Consent shall be punishable by civil or criminal contempt proceedings, or as otherwise provided by law.

14. The Attorney General agrees that, prior to taking any action against HPIH to enforce this Consent Judgment, the Office of the Attorney General shall provide HPIH written notice of any suspected violations of this Consent Judgment and a twenty-one (21) calendar day period to address any such violations, within which period the parties shall make good faith efforts to meet and confer regarding the suspected violations. Any efforts by HPIH during the twenty-one (21) calendar day period to address any such violations shall not bar or limit the Office of the Attorney General from taking actions that he/she deems are necessary to protect the public interest. Nothing in this section shall affect or apply to any action that might be brought by the Attorney General except actions to enforce this Consent Judgment.

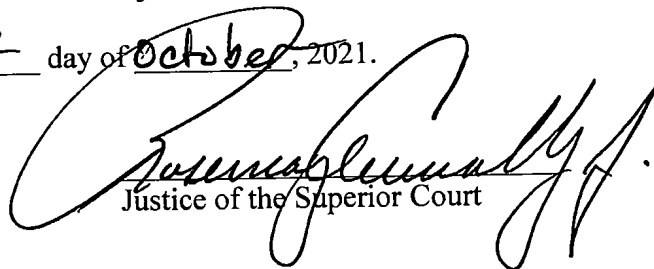
15. Any notices or communications required to be transmitted between HPIH and the Commonwealth pursuant to this Consent Judgment shall be provided in writing by first class

mail, postage prepaid, and by electronic mail to the parties or successors as follows, unless otherwise agreed in writing:

To the Commonwealth of Massachusetts	To HPIH
Emiliano Mazlen, Esq. Assistant Attorney General Health Care Division Office of the Attorney General One Ashburton Place Boston, MA 02108 Emiliano.Mazlen@mass.gov	Health Plan Intermediaries Holdings, LLC Domenick C. DiCicco, Jr. Benefytt Technologies 3450 Buschwood Park Drive, Suite 200 Tampa, FL 33618-4447 <a href="mailto:DDiCicco@bfyt.com">DDiCicco@bfyt.com</a>  With A Copy To: Allison O'Neil Locke Lord LLP 111 Huntington Ave. Boston, MA 02199 <a href="mailto:allison.oneil@lockelord.com">allison.oneil@lockelord.com</a>

16. The Superior Court shall retain jurisdiction of this case.

SO ORDERED, this 19<sup>th</sup> day of October, 2021.

  
Justice of the Superior Court

CONSENT OF  
HEALTH PLAN INTERMEDIARIES HOLDINGS, LLC

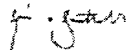
Health Plan Intermediaries Holdings, LLC ("HPIH"), through its officer signing below, admits to the continuing personal jurisdiction of the Superior Court over HPIH and the subject matter of this action, and consents to the entry of the Final Judgment by Consent (the "Consent Judgment") regarding the claims between the Commonwealth and HPIH without trial or adjudication of any issue of fact or law. In so consenting, the officer of HPIH signing below certifies that he/she has personally read and understands the Consent Judgment and represents that he/she is authorized to enter into this settlement on behalf of HPIH. The attorney for HPIH signing below approves this Consent Judgment as to form on behalf of HPIH.

HPIH waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure with respect to the claims between the Commonwealth and HPIH. The officer signing below on behalf of HPIH understands that any violation of this Consent Judgment may result in civil or criminal contempt proceedings, penalties pursuant to M.G.L. c. 93A, and any additional penalties and sanctions as are provided by law.

Neither this consent nor any part thereof shall be treated or construed as an admission of liability or wrongdoing, or admitted into evidence or used for any other purpose except in a proceeding to enforce the terms of this Consent Judgment.

Assented to, waiving all rights of appeal:

By:



Health Plan Intermediaries Holdings, LLC  
Gavin Southwell  
Chairman

Approved as to form:

By: 

Gavin Southwell, Chairman  
Health Plan Intermediaries Holdings, LLC

Dated: July 26, 2021

Approved as to form:

By: 

Allison M. O'Neil  
Counsel to Health Plan Intermediaries Holdings, LLC

Dated: July 26, 2021

## **SCHEDULE 1**

1. Within thirty (30) days after the entry of this Consent Judgment, HPIH shall send or have sent each Massachusetts resident who, on or after January 1, 2012, paid any amount for or relating to any Policy or DHP, a reimbursement payment equal to (or greater than) any amount paid by or on behalf of the Massachusetts resident for the Policy issued by Unified Life Insurance Company ("Unified Life") that HPIH did not remit to Unified Life or any agent or HPIH. HPIH shall send such payment via first class mail to the last known address of such person along with a Payment Letter in the form attached hereto as Exhibit A, or in an alternative form with the mutual, written agreement of the Commonwealth and HPIH. For the avoidance of doubt, HPIH shall not be required under this Consent Judgment to make any reimbursement payments to any Massachusetts resident for whom HPIH has already provided reimbursement either directly, indirectly through Unified Life, or otherwise that would result in the Massachusetts resident receiving payment in excess of the Massachusetts resident's payments made in connection with the Policy issued by Unified.

2. No later than nine (9) months after entry of this Consent Judgment, HPIH shall submit to the Office of the Attorney General a signed report attesting to (i) the total amount of all checks issued in accordance with paragraph 1 of this Schedule 1 and (ii) the total amount of any such checks that were issued but not cashed. Along with such report, HPIH shall issue a check made payable to "The Commonwealth of Massachusetts" for any amount by which \$515,000 exceeds the payments in accordance with paragraph 1 of this Schedule that were cashed and shall deliver the payment, by hand delivery or certified mail return receipt requested, to Emiliano Mazlen, Assistant Attorney General, at the Office of the Attorney General, Health Care Division, One Ashburton Place, Boston, Massachusetts 02108. The Attorney General shall expend and

distribute funds from the proceeds of that check in her sole discretion and in amounts she deems appropriate, to provide restitution or other relief to individuals who the Attorney General understands to have, as Massachusetts residents, purchased a health plan through an agent of HPIH, and who the Attorney General in her sole discretion determines suffered an otherwise unremediated ascertainable loss or other cognizable harm. If any amounts remain in the consumer relief fund, the Attorney General shall at a time chosen in her sole discretion direct any residue to the Local Consumer Aid Fund, established pursuant to G.L. c. 12, § 11G. Nothing in this paragraph limits HPIH's obligations under paragraph 1 hereinabove.

**EXHIBIT A**

[Letterhead of HPIH]

[DATE]

[MASSACHUSETTS RESIDENT'S NAME AND ADDRESS]

Re: Certificate or Plan# [INSERT CERTIFICATE or PLAN #]

Dear [MASSACHUSETTS RESIDENT'S NAME]:

Under the terms of a consent judgment with the Office of Massachusetts Attorney General Maura Healey, you are receiving the enclosed check to refund amounts you paid for [Insert names of plans for which amounts being refunded other than Unified Life]

[Insert for those who purchased Unified Life] You are also receiving the enclosed check to refund the commissions retained by Health Plan Intermediaries Holdings, LLC (also known as Health Insurance Innovations or HPIH) for selling you the Unified Life plan. You are entitled to the enclosed check without any further action or obligation.

The amount of the enclosed refund check was calculated by taking the total amount you paid for the plans listed above[, adding the amount of commissions retained by HPIH for selling you the Unified Life plan] and adding 5% interest.

If you have any questions, please call [INSERT HPIH TELEPHONE NUMBER].

Very truly yours,

[HPIH REPRESENTATIVE]