

Aetna Retiree Markets Products

Commissions and Requirements

For Group Aetna Medicare Advantage Plans (HMO, PPO, and Private Fee for Service) and Standalone Aetna Medicare Prescription Drug Plans (PDP).

Commissions are earned on Aetna's receipt of premiums due for new and renewed enrollments of Aetna Retiree Markets' group policy/benefit contract, as confirmed by the Centers for Medicare and Medicaid Services, according to the commission schedules listed. For National Accounts Customers, commissions will only be paid at the request of the customer. The National Account Customer must request in writing that the commission be paid consistent with this schedule to the broker or consultant of record.

Aetna Medicare Advantage Plans (Standalone medical coverage or integrated with Medicare prescription drug coverage) Groups with 2 or more enrolled Medicare Beneficiaries
First Year Commissions: \$150 per completed new enrollment*
Annual Maximum: \$250,000 per employer group
Renewal Commissions: \$50 per renewed enrollee per year
Annual Maximum: \$100,000 per employer group

Aetna Medicare Prescription Drug Plans Groups with 50 or more eligible employees
First Year Commissions: \$70 per completed new enrollment*
Annual Maximum: \$250,000 per employer group
Renewal Commissions: \$25 per renewed enrollee per year
Annual Maximum: \$100,000 per employer group

*No first year commissions are payable for new enrollments received after the original effective date of an Aetna Retiree Markets' group policy/benefit contract.

Producer Commissions Schedule

Group Sales Only

General Requirements

Producer shall not broadcast, publish or distribute any advertisements or other material relating to Aetna Products, not originated by Aetna (and approved by the Centers for Medicare and Medicaid Services, where required, and as it pertains to materials for Retiree Markets' Products), nor use the name, trademark or logo of Aetna or any of its affiliated companies in any way or manner without Aetna's prior written consent and then only as specifically authorized in writing by Aetna.

Producer shall comply with all applicable state and federal laws (including federal health care laws) and regulations applicable to their businesses, their licenses and the transactions into which they enter, including but not limited to all applicable Medicare Advantage and/or Medicare Part D laws, the Centers for Medicare and Medicaid policies and marketing guidelines, as well as the Federal Communications Commission final rule amending the Telephone Consumer Protection Act, where Producer engages in outbound telemarketing solicitation on behalf of Aetna.

In the case of business for Aetna Retiree Markets' Products, Producer agrees to maintain complete and separate records for Aetna for a period of at least ten (10) years of all transactions pertaining to applications submitted to and accepted by Aetna, and any other documents as may be required by the Centers for Medicare and Medicaid Services, or other governmental agency. Any and all records described above or as may otherwise relate to Producer's activities in connection with Aetna's business

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shall be accessible and available to representatives of Aetna who may audit them from time to time while this Agreement is in effect or within ten (10) years after termination thereof.

In the case of business for Aetna Retiree Markets' Products, Aetna or General Agent will pay to Producer compensation due for the sale of Aetna Retiree Market's Products upon confirmation of enrollment by the Centers for Medicare and Medicaid Services and recorded by Aetna. However, Aetna reserves the right to accumulate commissions until commissions due Producer equal at least \$100.00. Where there is a General Agent with financial responsibility for compensating Producer for the sale of an Aetna Retiree Markets' Product, Producer shall look solely to such General Agent for such compensation. If a return premium charge is due on Producer generated business, Aetna has the right to charge back to Producer, or set off against future commissions due Producer (to the extent Aetna pays Producer directly), the amount of commission previously paid to Producer on the amount of returned premium charge. In addition, Aetna shall have the right to require Producer promptly, on demand, to refund to Aetna all compensation paid to Producer on account of any individual who disenrolls from an Aetna Retiree Markets' Product within ninety (90) days of the date the individual's coverage under which such product took effect.

Notwithstanding anything to the contrary contained in your current producer agreement with Aetna, the sale by producer of an Aetna Retiree Markets' individual or group policy/benefit contract shall not be included in any determination relating to the continuing obligation by Aetna for the payment of commissions under certain circumstances on non-Aetna Retiree Markets' Products upon termination of a producer agreement. Additionally, the sale by producer of a non-Aetna Retiree Markets' individual or group policy/benefit contract shall not be included in any determination relating to the continuing obligation by Aetna for the payment of commissions under certain circumstances on Aetna Retiree Markets' Products upon termination of a producer agreement.

Unless you have been recently registered as a producer by Aetna and have executed Aetna's most current Producer Agreement which already governs the distribution of Aetna Retiree Markets' Products as outlined

in this document, the sale of Aetna Retiree Markets' Products shall be subject to all terms and conditions of a producer's current producer agreement with Aetna.

Accordingly, payment and the receipt by producer of the initial commissions due on the sale of an Aetna Retiree Markets' individual or group policy/benefit contract constitutes acceptance of the terms and conditions by producer as set forth in this document, including the acceptance of the Producer Commissions Schedule and corresponding terms.

The terms and provisions of producer's current producer agreement shall remain in full force and effect unless otherwise modified, revised or replaced by Aetna's most current Producer Agreement. In the event of any inconsistency between the terms of this document and a producer's current producer agreement with Aetna, the terms of this document shall govern and control.

License and Registration

A producer is required to be licensed and registered by Aetna in order to sell Aetna Medicare products. It is the responsibility of the producers to renew their licenses, receive and review the training associated with the Aetna Medicare Advantage Plans or Aetna Medicare Prescription Drug Plans, as applicable, review the Medicare Marketing Standards of Conduct, review the current Aetna Producer Agreement, and obtain and complete the Agent/Agency Application for Medicare Registration as required. Current producers can find these Aetna materials on the secure Producer World® website. Aetna will renew registrations when an agent is active and a current license is on file. The payment of compensation depends upon the registration status and the satisfaction of any applicable requirements. Failure to comply may result in forfeiture of compensation. A new producer must complete and submit the following information: W-9, license copy, proof of Errors and Omissions insurance with minimum coverage amounts of \$1,000,000, and the Agent/Agency Application for Group Medicare Registration.

Disclosure of Compensation

Aetna and Producer will disclose to potential enrollees that the Producer is acting on behalf of Aetna's Medicare Advantage Plans, including MA-PD Plans, or PDPs, and that the Producer is paid a

commission. Commission rates reflect applicable regulatory requirements and may be subject to regulatory approval.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. The Aetna companies that offer, underwrite or administer benefits coverage include Aetna Health Inc., Aetna Health of California Inc., Aetna Health of Illinois Inc., and/or Aetna Life Insurance Company. These

commission schedules will only apply to new and renewed business (related to Aetna Medicare Advantage Plan, including MA-PD Plans, and Aetna Medicare Prescription Drug Plan products) placed with Aetna for Group accounts only on or after February 1, 2007. This supersedes the commissions in Addendum B in prior Aetna Producer Agreements, and compensation scales presented within those agreements or in any other form.

Commission Question?

**Send questions to
BrokerComm@aetna.com**

Brokers can e-mail the Aetna Producer Compensation Unit with questions or issues concerning commissions.

Make sure your e-mail includes:

- A customer, group or control number
- Your question
- Your name and Social Security number (if appointed with Aetna Inc. as an individual)
- Your name, agency name and tax ID (if appointed with Aetna Inc. as a firm)

For more information about our products, plans, licensing, appointment and/or registration, visit the Aetna Producer website, available through Aetna's home page at www.aetna.com. While there, you can register with Aetna's exciting Producer World® online service center, developed to meet the informational needs of our producers and general agents.

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 **Aetna® Medicare**