2009
Producer Performance Guide
New Jersey

UnitedHealthcare®
Healing health care. Together.®

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Resources

Web Sites

- **United eServices®***
  Located at **www.UnitedeServices.com**, United eServices is our producer Web site designed to help you meet the demands of your business. Whether you're looking for online quoting, case submission and status, renewals, network information, plan information or commission statements – we've got it at United eServices.
- **Employer eServices®**
  Located at **www.EmployereServices.com**, Employer eServices helps make benefit administration easy with online: eligibility updates, enrollment, billing and claims reporting.
- **Communication Resource Center**
  Located through the **links** tab at **www.UnitedeServices.com**. The Communication Resource Center helps benefit administrators communicate important health topics to employees with access to easy-to-use communication templates, tools and resources – you can even build your own employee health care newsletter.
- **United Advantage®**
  Located at **www.UnitedAdvantage.com**, designed for our United Advantage agencies, this Web site contains tools to help you grow your book of business.

Oxford® Web Sites

- **www.oxfordhealth.com**
  Get immediate access to forms, materials, product information, provider searches, commissions information, client benefit administration and much more on our broker Web site.
- **Idea Management System℠**
  Manage your 2 to 50 life book of business online. Run quotes, develop proposals, and enroll or renew your groups and members online. Log in at www.oxfordhealth.com to access IDEA or to view the instructional demo.
- **groupservices@oxfordhealth.com**
  Handle client benefit administration through email at groupservices@oxfordhealth.com, or call us at 1-888-201-4216.

Please refer to the Producer Compensation Policies and Practices in the back of this guide for important information. Commissions vary in different areas. Please contact your UnitedHealthcare sales office for base commission schedules for areas not included in this guide.

Terms Used In This Guide

- **Agent, agency, broker, producer, you** and **yours** are interchangeable and refer to a licensed agent or agency.
- **UnitedHealthcare, we, our** or **us** are interchangeable and refer to UnitedHealthcare or associated subsidiaries and affiliates.
- **Customer, client, group, case** or **policy** are interchangeable and refer to the policyholder or entity purchasing the insurance product.
- **Enrolled employee, covered employee** and **subscriber** are interchangeable and refer to the employee enrolled for coverage in the insurance plan referenced.
- **Members** are the employees and their covered dependents enrolled for coverage by the insurance plan referenced.
- **UnitedHealthcare brand products** refers to products written on a UnitedHealthcare license and serviced by UnitedHealthcare.
- **Oxford products** refers to products written on an Oxford license and serviced by Oxford.

*SG functionality is not available in NY, NJ and CT

Area Covered By This Guide

The bonus programs in this guide apply only to agents with permanent addresses in New Jersey.

Case Size Designations

Most of the commission and bonus programs in this guide apply either to groups with "up to 50 eligible employees" or "51 or more eligible employees." In most situations these labels will coincide with the group's actual employee count. However, the specific assignment of any group to one of these classifications is based on the employee count at some point in time, and other factors like the rating formula used, our underwriting rules and operating system indicators. Once classified, groups do not automatically change classification if they grow or shrink in employee count. That means that under our business rules, some groups with more than 50 eligible employees will be included in the "up to 50 eligible employees" programs, and some groups with fewer than 51 eligible employees will not. We reserve the right to classify any group in either of these designations according to our rules, regardless of the group's actual enrollment, or employee count.

Definitions

- **Writing Agent:** a licensed and appointed agent who actually performs the activities related to the solicitation and sale of the insurance plan.
- **Agent of Record:** the agent or agency receiving the commissions on a case, and is interchangeable with the term "payee."
- **Consultant:** an entity (person or agency) who is paid a fee directly by the client instead of carrier paid commissions.
- **Non-Commissionable Case:** a case where no commissions, or minimal commissions, are paid by the carrier. Such cases are excluded from bonus and recognition programs. In general, a case is considered commissionable when reasonable base commissions are paid to the agent on a fully insured case, or reasonable commissions are paid to the agent on the administrative fee of a self-funded case. Adding minimal or "token" commissions to a case does not make it commissionable, and commissions paid on stop-loss coverage only does not make a case commissionable. UnitedHealthcare reserves the right to determine whether any case is commissionable. Each line of business is considered separately when determining whether a case is commissionable.
- **Affiliated Cases:** some larger employer groups with multiple sites or multiple segments may be divided into several different policies or group numbers. All of these subgroups are combined and considered to be one case for commission and bonus purposes, and in this guide and related documents are sometimes collectively referred to as affiliated cases.

Medical Base Commissions

for Groups with Up to 50 Eligible Employees

This commission schedule is effective for new medical groups with up to 50 eligible employees* in New Jersey with effective dates on or after January 1, 2009, and existing groups in the same area on their first renewal on or after January 1, 2009. The products sold in this market segment are Oxford Health Plans brand products. The number of enrolled medical employees in the case determines the commission rate paid per employee.

CASE SIZE	FIRST YEAR PERCENT OF PAID PREMIUM	RENEWAL PERCENT OF PAID PREMIUM
1 or more enrolled employees	5.5% of paid premium	4.5% of paid premium

How to Calculate Monthly Commissions

The monthly commission payment is calculated by multiplying paid premium for the month by the percentage indicated. For example, if the paid premium for a first year group in New Jersey for a month is $10,000, the commissions for that month will be 5.5% times $10,000, or $550.

This commission schedule applies only to medical groups designated by UnitedHealthcare as having up to 50 eligible employees for the area indicated. Commissions vary by area. Please contact your UnitedHealthcare sales office for base commission schedules in other areas. Some medical products may have a specified commission schedule that replace and supersede this schedule.

All UnitedHealthcare commissions and bonus programs are subject to the Agent/Agency Agreement and the policies contained in other sections of this guide. Please refer to that information for complete guidelines related to our producer compensation programs.

*Classification as a group of "up to 50 eligible employees" is determined by us considering a number of factors. Please see Case Size Designations on page 3 for details.

Medical Bonus Program

for Groups with Up to 50 Eligible Employees

UnitedHealthcare will pay a bonus to agents in New Jersey who grow their block of medical business in cases up to 50 eligible employees*. Only agents in New Jersey having a combined total of 250 or more enrolled employees in cases with up to 50 medical employees on December 31, 2009 are eligible for this bonus. The bonus is determined by the size and net change in this block of medical business during the bonus period of January 1, 2009 through December 31, 2009. A net change percentage of at least 100% during the bonus period is required to earn a bonus.

Eligible cases are medical cases with up to 50 eligible employees with effective dates on or before December 31, 2009. New York Health Maintenance Organization (HMO) business is not eligible for this or any other bonus program. Cases written through Connecticut Business and Industry Association (CBIA) are not eligible for this bonus. New York Sole Proprietor business is not eligible for this bonus.

If the required number of enrolled employees in medical cases with up to 50 eligible employees is met, the change in the number of eligible enrolled medical employees in such cases as of December 31, 2009 will determine the bonus payment. The December 31, 2009 count of enrolled employees must be at least 100% of the number of enrolled medical employees in eligible cases on December 31, 2008 to receive a bonus. Higher net change percentages result in higher bonus payments. All enrolled employees in medical cases with up to 50 eligible employees (except those in NY Sole Proprietor cases and CBIA cases) are used to determine whether the minimum employee count and net change percentage requirements are met. However, no bonus is paid on New York HMO business, or business that transfers from NY HMO business during the bonus period, and these employees are subtracted from the employee count to determine the "Eligible Enrolled Employee" count. CBIA business and NY Sole Proprietor Business are excluded from all calculations in the bonus program.

2 to 50 Medical Bonus Net Change Table

PERCENTAGE OF COVERED EMPLOYEES IN MEDICAL CASES WITH UP TO 50 ELIGIBLE EMPLOYEES ON DECEMBER 31, 2009 COMPARED TO DECEMBER 31, 2008	BONUS AMOUNT PAID PER ELIGIBLE ENROLLED EMPLOYEE
100% to 109.9%	$15
110% to 124.9%	$50
125% or higher	$75
Below 100%	No Bonus Paid

*Classification as a group with "up to 50 eligible employees" is determined by us considering a number of factors. Please see Case Size Designations on page 3 for details.

Specialty Benefits: The bonus you receive will also be modified by a factor that is determined by the ratio that results from the number of enrolled employees in dental, life, disability and vision products in cases with up to 50 eligible employees (including stand-alone specialty benefit cases) divided by the number of employees in medical cases with up to 50 eligible employees on December 31, 2009, according to the following table:

RATIO OF SPECIALTY BENEFIT ENROLLED EMPLOYEES TO MEDICAL ENROLLED EMPLOYEES	INITIAL BONUS AMOUNT IS MULTIPLIED BY:
0.50 or higher	1.1
0.25 to 0.499	1.0
Less than 0.25	0.9

Bonus Example: An agency in New Jersey has 650 enrolled employees in medical cases with up to 50 eligible employees on December 31, 2008 and 750 enrolled employees on December 31, 2009. Of the 750 enrolled employees, 250 are New York HMO cases and 25 are Freedom Plan Metro cases that transferred from a New York HMO product. The agent also has a combined total of 75 enrolled employees in Oxford Benefit Management dental, life, short-term disability and long-term disability cases with up to 50 eligible employees. The agent would receive a bonus calculated as follows:

Step 1. Net Change Calculation

DECEMBER 31, 2008 ENROLLED MEDICAL EMPLOYEE COUNT IN MEDICAL CASES WITH UP TO 50 ELIGIBLE EMPLOYEES	DECEMBER 31, 2009 ENROLLED MEDICAL EMPLOYEE COUNT IN MEDICAL CASES WITH UP TO 50 ELIGIBLE EMPLOYEES	NET CHANGE PERCENT
650	750	115.4%

A Net Change of 115.4% results in an initial bonus amount per employee of $50 from the table on page 5.

Step 2. Specialty Benefit Modifier

Divide 75 Specialty Benefit employees by the 750 medical employees which results in a ratio of 0.1. This ratio translates to a Specialty Benefits factor from the table on page 6 of 0.9.

Step 3. Calculate the Eligible Employees

Subtract HMO-ineligible employees and employees that transferred from an HMO in 2009: 750 employees minus 250 HMO-ineligible employees and minus 25 employees that transferred from HMO in 2008 equals 475 Eligible Enrolled Employees eligible for a bonus payment.

Step 4. Bonus Payment Calculation

BONUS ELIGIBLE ENROLLED EMPLOYEES	BONUS RATE PER EMPLOYEE	INITIAL BONUS PAID
475	$50	$23,750
Specialty Benefit Modifier		0.9
Net Bonus Payable (Initial bonus times Specialty Benefit Modifier):		**$21,375**

Note: Enrolled employees in medical cases with up to 50 eligible employees* (except those in NY Sole Proprietor cases and CT CBIA cases) are used to determine whether the minimum employee count and net change percentage requirements are met. However, no bonus is paid on New York HMO business or transfers from NY HMO business, and they are subtracted from the total count to determine the "Bonus Eligible Employee" count.

*Classification as a group with "up to 50 eligible employees" is determined by us considering a number of factors. Please see Case Size Designations on page 3 for details.

Medical Growth Bonus

for Cases with 51 or More Eligible Employees

UnitedHealthcare offers a bonus to brokers who grow blocks of medical business with 51 or more eligible employees.* Brokers having a minimum of two such cases with a combined total of 500 or more enrolled medical employees on January 1, 2010 are eligible for a bonus. The bonus is determined by the size and net change in the block of eligible business during the bonus period of January 2, 2009 through January 1, 2010. A net change percentage of at least 95 percent during the bonus period is required to earn a bonus.

Eligible cases are commissionable UnitedHealthcare and Oxford medical cases with 51 or more eligible employees having effective dates on or before January 1, 2010. Both fully insured and self-funded cases (including United Medical Resources (UMR) cases) are eligible for the bonus program, regardless of where the case is located. Non-commissionable cases, business written on the Oxford license in New York (including Oxford's dual-licensed products), UnitedHealthcare National Account cases, and some governmental entity cases are not eligible for this bonus program. The actual enrolled medical employee counts (up to the case cap) for eligible cases will be used in the bonus calculations. Changes in enrollment within the eligible groups due to hiring and terminations will be reflected in the bonus.

The total of enrolled medical employees in eligible cases as of January 1, 2010 will determine the initial bonus tier to be used in the bonus calculation, according to the following table.

TOTAL NUMBER OF ENROLLED MEDICAL EMPLOYEES IN ELIGIBLE GROUPS WITH 51 OR MORE ELIGIBLE EMPLOYEES ON JANUARY 1, 2010	INITIAL BONUS FOR EACH FULLY INSURED ENROLLED EMPLOYEE*	INITIAL BONUS FOR EACH SELF-FUNDED ENROLLED EMPLOYEE WITH SPECIFIC STOP-LOSS*	INITIAL BONUS FOR EACH SELF-FUNDED ENROLLED EMPLOYEE WITHOUT SPECIFIC STOP-LOSS*
500 to 999 enrolled employees	$10	$3	$1
1,000 to 1,999 enrolled employees	$15	$4	$2
2,000 to 3,999 enrolled employees	$20	$5	$3
4,000 or more enrolled employees	$25	$6	$4
Fewer than 500 enrolled employees	No Bonus	No Bonus	No Bonus

*In eligible cases up to the cap of 1,000 employees per case. A minimum of two eligible cases is required to qualify for this bonus.

Case Cap: the number of employees included in the bonus calculation for any case or affiliated cases is capped at 1,000. This cap applies to the determination of the payment tiers in the table on page 7 and to the calculation of the bonus payable.

*Classification of a group with "51 or more eligible employees" is determined by us considering a number of factors. Please see Case Size Designations on page 3 for details.

The bonus schedules in this guide apply only to agents in the area indicated on page 3, and only to group sizes indicated. Please refer to the Producer Compensation Policies and Practices in this guide for complete guidelines related to our agent compensation programs.

Bonus Adjustment for Net Growth Percentage: brokers must end the bonus period with at least 95 percent of the number of enrolled medical employees they had in eligible cases on January 1, 2009 to receive a bonus. Higher net change results in higher bonus payments. Brokers who have over 2,000 enrolled medical employees in eligible cases on January 1, 2010 have a different net change schedule than those with 500 to 1,999 employees. The initial bonus amount is modified by the change in enrolled medical employees in eligible cases during the bonus period of January 2, 2009 to January 1, 2010, according to the following table.

NET CHANGE SCHEDULE FOR AGENTS WITH 500 TO 1,999 ENROLLED MEDICAL EMPLOYEES IN ELIGIBLE GROUPS AS OF JANUARY 1, 2010*

Percentage of Covered Employees in Eligible Cases on January 1, 2010 Compared to January 1, 2009	Percent of Initial Bonus Amount Paid
95% to 99.9%	50%
100% to 109.9%	100%
110% to 124.9%	125%
125% or higher	150%
Below 95%	No Bonus

NET CHANGE SCHEDULE FOR AGENTS WITH 2,000 OR MORE ENROLLED MEDICAL EMPLOYEES IN ELIGIBLE GROUPS AS OF JANUARY 1, 2010*

Percentage of Covered Employees in Eligible Cases on January 1, 2010 Compared to January 1, 2009	Percent of Initial Bonus Amount Paid
95% to 99.9%	50%
100% to 104.9%	100%
105% to 114.9%	125%
115% or higher	150%
Below 95%	No Bonus

*The case count is not capped for determining which net change schedule is used. For all other calculations the case count is capped at 1,000 enrolled employees.

Agent of Record (AOR) Changes: cases that are removed from the agency's block of eligible business due to an AOR change during the bonus period will be removed from the initial enrollment count (and therefore will not count against the agency) unless the group cancels at the time of the AOR change. Cases that are acquired by the agency due to an AOR change during the bonus period will be included in both the beginning and ending count for all bonus calculations.

Example: if an agency has 1,700 eligible enrolled medical employees in eligible cases on January 1, 2009 and five eligible cases with 2,100 eligible enrolled employees (1,200 fully insured and 900 self-funded with specific stop-loss) on January 1, 2010, they would receive a bonus calculated as follows:

Net Change Calculation

JANUARY 1, 2009 ELIGIBLE ENROLLED MEDICAL EMPLOYEE COUNT	JANUARY 1, 2010 ELIGIBLE ENROLLED MEDICAL EMPLOYEE COUNT	NET CHANGE PERCENT
1,700	2,100	123.5%

Bonus Payment Calculation

FUNDING TYPE	CAPPED EMPLOYEE COUNT*	BONUS RATE PER EMPLOYEE	INITIAL BONUS AMOUNTS
Fully Insured	1,200	$20	$24,000
Self-funded with specific stop-loss	900	$5	$4,500
Self-funded without specific stop-loss	0	$3	$0
Total Initial Bonus:			$28,500
Percent of Initial Bonus Paid (From Net Change Table at 123.5%):			150%
Net Bonus Payable (Initial Bonus times Net Growth Modifier):			$42,750

*Note: the maximum number of employees used in the payment tier determination and the calculation of the bonus payment for any case or affiliated cases is 1,000.

All bonus compensation will be reported as required for regulatory requirements.

Non-commissionable cases, business written on the Oxford license in New York (including Oxford's dual-licensed products), UnitedHealthcare National Account cases, and some governmental entity cases are not eligible for any bonus program. Special rules apply to payment of bonuses for Governmental Entity customers. We require written customer acknowledgment and approval before paying bonuses on Governmental Entity cases with 51 or more eligible employees. Refer to Producer Compensation Policies and Practices in this guide for additional policies and more information.

Specialty Benefits

for Groups with Up to 50 Eligible Employees

Oxford Benefit Management℠ (OBM) Commissions for Groups with 2 to 99 Eligible Employees

First and Subsequent Years	10% of paid premium

Group Term Life and AD&D Base Commissions

10% of paid premium

Dental Base Commissions

DENTAL ANNUAL PREMIUM*	COMMISSION RATE
For the first $10,000 of paid premium in a plan year	10% of paid premium
For the next $15,000 of paid premium in a plan year	7.5% of paid premium
For the next $15,000 of paid premium in a plan year	5% of paid premium
For the next $20,000 of paid premium in a plan year	2.5% of paid premium
For paid premium over $60,000 in a plan year	1.5% of paid premium

*This schedule is applied on a per case basis. The schedule is applied to each dental case starting at the top of the schedule on the original effective date or renewal date.

Vision Base Commissions

10% of paid premium

Short-Term and Long-Term Disability Base Commissions

DISABILITY ANNUAL PREMIUM*	COMMISSION RATE
For the first $15,000 paid premium in a plan year	15% of premium
For the next $10,000 paid premium in a plan year	10% of premium
For the next $25,000 paid premium in a plan year	5% of premium
For paid premium over $50,000 in a plan year	1% of premium

*This schedule is applied on a per case basis. The schedule is applied to each disability case starting at the top of the schedule on the original effective date or renewal date.

Commissions for Specialty Benefit groups with 51 or more eligible employees may be established at the request of the agent or customer. The above schedules will apply if an alternative schedule is not requested.

Classification of a group with "up to 50 eligible employees" is determined by us considering a number of factors. Please see Case Size Designations on page 3 for details.

Specialty Benefits New Business Bonus

You may earn a bonus for selling group term life, group dental, group short-term disability, group long-term disability, group vision, and group critical illness insurance for groups with two or more eligible employees during 2009. Both employer-paid and employee-paid cases sold with medical coverage or on a stand alone basis are included in the bonus program. You must sell at least five new lines of coverage having a combined minimum of $30,000 in annualized premium to qualify for this bonus program. The maximum Specialty Benefits New Business Bonus paid on any line of coverage within any one case or affiliated cases is $5,000. If all of the bonus requirements are met, the bonus is paid according to the following table:

SPECIALTY BENEFITS NEW LINES OF COVERAGE AND PREMIUM REQUIREMENTS*	BONUS ON ANNUALIZED PREMIUM AND FEES*
5 lines of coverage with a combined minimum of $30,000 in annualized premium and fees*	2%
15 lines of coverage with a combined minimum of $50,000 in annualized premium and fees*	3%
20 lines of coverage with a combined minimum of $50,000 in annualized premium and fees **OR** 10 lines of coverage with a combined minimum of $500,000 in annualized premium and fees*	4%
25 lines of coverage with a combined minimum of $50,000 in annualized premium and fees **OR** 10 lines of coverage with a combined minimum of $750,000 in annualized premium and fees*	5%
30 lines of coverage with a combined minimum of $50,000 in annualized premium and fees **OR** 10 lines of coverage with a combined minimum of $1,000,000 in annualized premium and fees*	6%

*In eligible lines of coverage with effective dates during 2009. Annualized premium or fees for this bonus is equal to the December 2009 premium or fees of eligible cases multiplied by 12. The premium for cases with January 1, 2009 effective dates that received a 2008 Specialty Benefits New Business Bonus will not be included in the annualized premium used to calculate the bonus.

Specialty Benefits New Business Bonus Details:

- You must sell at least 5 eligible lines of coverage with original effective dates from January 1, 2009 through December 31, 2009 having a combined minimum of $30,000 in annualized premium and fees in order to qualify for the Specialty Benefits New Business Bonus. The Specialty Benefits New Business Bonus is paid only on premium and fees for lines of coverage that had original effective dates during 2009, are active on December 31, 2009, and meet all other eligibility requirements.

- An eligible line of coverage for the Specialty Benefits New Business Bonus is group term life, group dental, group short-term disability, group long-term disability, group vision, and group critical illness insurance product in a group of two or more eligible employees that has an original effective date from January 1, 2009 through December 31, 2009. An eligible line of coverage can be sold with medical coverage or on a stand alone basis. Both employer-paid and employee-paid lines of coverage are eligible. Life and voluntary life sold to the same customer are combined as one line of coverage.

- An eligible line of coverage must be in an eligible group. Non-commissionable cases, UnitedHealthcare National Account cases, and some Governmental Entity cases are not eligible for any bonus programs. UnitedHealthcare has sole discretion in determining whether a line of coverage is eligible for any bonus program. The lines of coverage and premium or fees of ineligible cases are not included towards the minimum line of coverage requirements, the premium or fee requirements, or any other requirements or calculations related to any Specialty Benefits bonus.

- We will only pay a Specialty Benefits New Business Bonus once on any specific line of coverage. Due to a change in program structure, some cases with 51 or more eligible employees with January 1, 2009 effective dates may be eligible for both the 2008 and 2009 Specialty Benefits New Business bonuses. These cases will

be used in calculating the minimum line of coverage and annualized premium requirements for both the 2008 and 2009 Specialty Benefits New Business bonuses. However, if a 2008 Specialty Benefits New Business bonus is paid on a line of coverage with 51 or more eligible employees having a January 1, 2009 effective date, the premium or fees for that line of coverage will not be included in the premium or fees used to calculate the bonus paid for the 2009 Specialty Benefits New Business Bonus.

- For dual or multiple broker arrangements, line of coverage credit and premium or fee credit will be allocated in the same proportion as the commissions are split on the case. Fractional credits will be used in the calculation, and credits will not be rounded to the nearest integer.
- Special rules apply to payment of bonuses for Governmental Entity customers. We require written customer acknowledgment and approval before paying bonuses on Governmental Entity cases with 51 or more eligible employees. Refer to Producer Compensation Policies and Procedures for Governmental Entities in this guide for additional policies and more information.
- An agent or agency can only qualify for one Specialty Benefits New Business Bonus. The lines of coverage sold and minimum annualized premium or fees within any row must both be met to qualify for a row in the bonus table. The bonus will be paid at the highest bonus percentage where both the lines of coverage and annualized premium or fees criteria are met. The rows in the table are not combined to determine the bonus payable. If an agent meets the qualifications in more than one row in the table, only the bonus for the row paying the highest bonus amount will be paid.
- Annualized premium or fees for this bonus are defined as the December 2009 premium or fees of the eligible cases multiplied by 12.
- The maximum Specialty Benefits New Business Bonus paid on any line of coverage within any one case or affiliated cases is $5,000.

Bonus Calculation: The New Business Bonus for Specialty Benefits is calculated by totaling eligible lines of coverage and the annualized premium and fees for those eligible lines of coverage to determine the bonus tier from the Specialty Benefits New Business Bonus Payment Table. The percentage in that tier is then multiplied by the annualized premium and fees in eligible lines of coverage to determine the bonus paid.

Example 1: An agency has 16 new lines of coverage and annualized premium and fees in eligible products of $200,000. That results in a bonus of 3% of the eligible premium and fees, and the bonus payable is 3% of $200,000, or $6,000.

Example 2: An agency has 10 new lines of coverage and annualized premium and fees in eligible products of $550,000. That results in a bonus of 4% of the premium and fees, and the bonus payable is 4% of $550,000, or $22,000.

Example 3: An agency has 16 new lines of coverage and annualized premium and fees in eligible products of $225,000. Of these, 2 lines of coverage with annualized premium of $25,000 are in cases sold on January 1, 2009 that already had received a 2008 Specialty Benefits New Business Bonus. The 16 lines of coverage and $225,000 in annualized premium results in a bonus of 3%. The $225,000 total premium is reduced by the $25,000 in cases where a 2008 New Business bonus had already been paid. Therefore, the bonus payable is 3% of $200,000, or $6,000.

For all specialty product bonuses, Oxford Benefit Management Group (OBM) groups with up to 99 eligible employees that do not have optional life will count as both a dental line of coverage and a vision line of coverage. OBM groups that have optional life will count as three lines of coverage (life, vision and dental).

Specialty Benefits Retention Bonus

You may earn a bonus for renewing group term life, group dental, group short-term disability, group long-term disability, group vision, and group critical illness insurance for groups with two or more eligible employees having renewal dates from January 1, 2009 through December 31, 2009. Both employer-paid and employee-paid cases sold with medical coverage or on a stand-alone basis are included in the bonus program. You must have a minimum of ten eligible lines of coverage on December 31, 2008, have premium persistency of at least 85%, and qualify for the 2009 Specialty Benefits New Business Bonus to qualify for this bonus. Alternatively, you may also qualify for this bonus if you have ten eligible lines of coverage on December 31, 2008, premium persistency of 85%, and net change in Specialty Product premium of at least 100%. The maximum Specialty Benefits Retention Bonus paid on any line of coverage within any one case or affiliated cases is $5,000. The bonus percentage is determined according to the following table if all of the qualifying criteria in any row of the table are met:

NEW BUSINESS OR NET CHANGE QUALIFICATION	ELIGIBLE LINES OF COVERAGE AS OF DECEMBER 31, 2008	RETENTION PERCENTAGE	BONUS ON ANNUALIZED PREMIUM AND FEES*
Earned 2009 Specialty Benefits New Business Bonus	10 or more lines of coverage	85% to 89.99%	1%
	10 or more lines of coverage	90% to 94.99%	2%
	10 or more lines of coverage	95% or greater	3%
	50 or more lines of coverage	85% to 89.99%	2%
	50 or more lines of coverage	90% to 94.99%	4%
	50 or more lines of coverage	95% or greater	6%
Net Change in Premium of 100% or Greater	10 or more lines of coverage	85% or higher	1%
	50 or more lines of coverage	85% or higher	2%
Neither of the above			No Bonus
Fewer than 10 Lines of Coverage on December 31, 2008			No Bonus

*In eligible lines of coverage with effective dates during 2009. Annualized premium or fees for this bonus is equal to the December 2009 premium or fees of eligible cases multiplied by 12. If an agent meets the qualification requirements in more than one row in the table, only the bonus for the row paying the highest bonus amount will be paid.

Specialty Benefits Retention Bonus Details:

- You must have at least 10 eligible lines of coverage on December 31, 2008 and a minimum Retention Percentage of 85% in order to qualify for the Specialty Benefits Retention Bonus. The Specialty Benefits Retention Bonus is paid only on premium and fees for lines of coverage that had renewal dates during 2009, are active on December 31, 2009, and meet all other eligibility requirements.

- An eligible line of coverage for the Specialty Benefits Retention Bonus is group term life, group dental, group short-term disability, group long-term disability, group vision, and group critical illness insurance product in a group of two or more eligible employees that is active on December 31, 2008 and that has a renewal date from January 1, 2009 through December 31, 2009. An eligible line of coverage can be associated with medical coverage or exist on a stand alone basis. Both employer-paid and employee-paid lines of coverage are eligible. Life and voluntary life sold to the same customer are combined as one line of coverage.

- An eligible line of coverage must be in an eligible group. Non-commissionable cases, UnitedHealthcare National Account cases, and some Governmental Entity cases are not eligible for any bonus programs. UnitedHealthcare has sole discretion in determining whether a line of coverage is eligible for any bonus program. The lines of coverage and premium or fees of ineligible cases are not included towards the minimum line of coverage or premium requirements, or any other requirements or calculations related to any Specialty Benefits bonus.

- For the Specialty Benefits Retention Bonus, "retention percentage" is the December 2009 premium and fees of lines of coverage eligible for the 2009 Specialty Benefits Retention Bonus divided by the December 2008 premium and fees of lines of coverage eligible for the 2009 Specialty Benefits Retention Bonus. "Retention percentage" incorporates only lines of coverage that were active on December 31, 2008 and renew or terminate during 2009, and does not include any new lines of coverage sold during 2009.
- For the Specialty Benefits Retention Bonus, "net change in Specialty Product premium" is the December 2009 premium and fees for all active lines of coverage eligible for either 2009 Specialty Benefits Retention Bonus or the 2009 Specialty Benefits New Business Bonus divided by the December 2008 premium and fees for all lines of coverage eligible for the 2009 Specialty Benefits Retention Bonus. "Net change in Specialty Product premium" reflects the impact of new lines of coverage sold during 2009 as well as terminations that occur during 2009.
- For dual or multiple broker arrangements, line of coverage credit and premium or fee credit will be allocated in the same proportion as the commissions are split on the case. Fractional credits will be used in the calculation, and credits will not be rounded to the nearest integer.
- Special rules apply to payment of bonuses for Governmental Entity customers. We require written customer acknowledgment and approval before paying bonuses on Governmental Entity cases with 51 or more eligible employees. Refer to Producer Compensation Policies and Procedures for Governmental Entities in this guide for additional policies and more information.
- An agent can only qualify for one Specialty Benefits Retention Bonus. All of the qualifying criteria in any row of the Specialty Benefits Retention Bonus Payment Table must be met in order to qualify for the bonus. If an agent meets the qualifications in more than one row in the table, only the bonus for the row paying the highest bonus amount will be paid.
- Annualized premium or fees for this bonus are defined as the December premium or fees of the eligible cases multiplied by 12.
- The maximum Specialty Benefits Retention Bonus paid on any line of coverage within any one case or affiliated cases is $5,000.

Bonus Calculation: If all the qualifying criteria for any row in the Specialty Benefits Retention Bonus Payment Table are met, the bonus percentage in that row is then multiplied by the December 2009 annualized premium and fees in the eligible, active renewed lines of coverage to determine the bonus paid.

Example 1: An agency has 15 eligible lines of coverage on December 31, 2008 having renewal dates during 2009. The annualized premium and fees of these 15 lines of coverage is $206,000 on December 31, 2008 and $200,000 on December 31, 2009. That means the Retention Percentage for the agent is $200,000 divided by $206,000, or 97.1%. The agency also earns a 2009 Specialty Benefits New Business Bonus. The agent has met all the qualifying criteria, and according to the bonus table qualifying for the New Business bonus with 15 lines of coverage and retention percentage of 97.1% results in a bonus of 3% of the annualized eligible December 2009 premium and fees. The agent receives a bonus of 3% times $200,000, or $6,000.

Example 2: An agency has 55 eligible lines of coverage renewing during 2009. The agency does not earn a 2009 Specialty Benefits New Business Bonus, but has $543,000 in annualized premium and fees in the 55 eligible lines of coverage on December 31, 2008 and $550,000 in annualized premium and fees in all eligible Specialty Product lines of coverage (including new sales during 2009) on December 31, 2009. This gives the agent a "net change in Specialty Product premium" of $550,000 divided by $543,000, or 101.3%. The renewing lines of coverage had annualized premium and fees of $500,000 in December 2009, which means the agency has a Retention Percentage of 92.1% ($500,000 divided by $543,000). The agent has met all the qualifying criteria, and "net change in Specialty Product premium" of 101.3% plus 55 eligible lines of coverage and retention percentage of 92.1% results in a bonus of 2% of the annualized eligible premium and fees in the renewing cases. The agent receives a bonus of 2% of $500,000, or $10,000.

Producer Compensation Policies and Practices

(Please also refer to the definitions of key terms on page 3.)

Only agents and agencies permanently located in the area for which this guide is written are eligible for the bonus, recognition and other programs described in this guide.

Agents and agencies who sell products offered by UnitedHealthcare and related companies must have a written agreement with us, and be appropriately licensed and appointed in the states where they solicit or sell our products. Producers must maintain active licenses and appointments in the appropriate states, and remain in good standing with us, to receive commissions and participate in bonus and recognition programs. No compensation will be paid on any case for any period where the Writing Agent or Agent of Record is not licensed and appointed in the state where the case is issued. No retroactive commissions will be paid for cases where commissions were forfeited due to lack of licensing and appointment.

UnitedHealthcare complies with all applicable state and federal regulations with regard to producer compensation. All producer compensation will be reported as required for federal, state and local income taxes. All producer compensation, including bonus compensation, may be subject to reporting to meet other regulatory requirements, including (but not exclusively) reporting of commissions, bonuses, overrides and other compensation associated with ERISA groups (Form 5500, Schedules A or C). UnitedHealthcare will be the sole arbiter as to whether, and to what extent, compensation is subject to reporting under these regulations.

The terms of the UnitedHealthcare Agent/Agency Agreement apply to all commission, bonus and recognition programs. Agents and agencies are responsible for complying with all applicable state and federal statutes and regulations related to the sale of our products.

UnitedHealthcare may modify any base commission at any time for any reason with notice as specified in the Agent/Agency Agreement. UnitedHealthcare may modify or terminate any or all bonus, overrides or recognition programs at any time and for any reason without prior notice, unless state law prohibits such a change.

Business Practices

UnitedHealthcare is committed to ethical business practices and full disclosure of our producer compensation to customers. We believe that our programs provide fair compensation for the value that our appointed agents and agencies bring to customers and UnitedHealthcare. UnitedHealthcare believes in “fully transparent” producer compensation, which means that customers have the right to know what their agent or consultants are being paid for servicing their UnitedHealthcare products. We encourage our producers to share their compensation arrangements with their customers. Our Agent/Agency Agreement and our compensation policies require disclosure to customers when required by law and provide discretion for us to disclose compensation as we deem appropriate.

Disclosure of Producer Compensation: UnitedHealthcare is committed to greater customer awareness of the compensation being paid to producers for selling our products. Basic information about UnitedHealthcare's producer compensation programs is included in our proposals. Additional general information is included in our employer application, administrative service agreements, and on our employer internet site.

Customer Specific Compensation Disclosure: the specific compensation paid to a producer for the solicitation or sale to employer groups covered by Employment Retirement Income Security Act (ERISA) is reported in the Form 5500 (Schedule A or C) sent to those customers. The compensation reported includes base commissions, bonuses, overrides and certain non-monetary compensation. Beyond this regulated reporting, we believe that the primary source of specific information regarding compensation is the producer receiving the compensation. We encourage customers to ask their agents about their compensation and we encourage our agents to inform their customers about their compensation.

Customers who inquire about the specific compensation paid on their policies will initially be directed to their producer. If a customer continues to request that we supply this information to them directly, we will honor that request and disclose base commissions, bonuses, overrides and certain non-monetary compensation paid on the case. All customers have access to this information, regardless of case size or business type. Such requests must be in writing by an authorized representative of the customer.

Written Customer Acknowledgements: UnitedHealthcare may require specific customer acknowledgment and approval for certain compensation arrangements, as detailed in other sections of this guide. We reserve the right, at our sole discretion, to request written customer acknowledgment and approval, and to establish the form of such acknowledgment, for any compensation that we pay. Some state laws require that a producer obtain written customer acknowledgment of compensation received from an insurer if the producer is also receiving compensation from the customer. UnitedHealthcare expects producers to know and comply with such laws, including any requirements as to when the customer acknowledgment must be obtained.

Bid Rigging or Other Unfair Bidding Practices Are Not Tolerated: UnitedHealthcare's business practices and various laws and regulations prohibit any activities that manipulate proposals in coordination with competitors in a manner contrary to the customer's interests. Bid rigging involves trading business with competitors through the manipulation of premiums, fees or products to produce a quote that is intentionally higher or less favorable to a prospective customer, or is in any way designed to provide a false appearance of competition.

It is UnitedHealthcare's policy to always present a legitimate quote to the producer, consultant or customer. We will never condone or allow a producer to coordinate pricing with another carrier in a way that gives one of the carriers a competitive edge, or prevents the best price from being presented to the customer. If you suspect someone is attempting to rig a bid or otherwise inappropriately steer business, report the situation to UnitedHealthcare's legal department immediately.

Note that bid rigging or steering generally involves coordination with other carriers. A situation where we present our best premium rate or fee to a producer or customer, even though we do not expect that the rate will be competitive, is not bid rigging. It is also permissible to lower quoted premiums if we receive additional underwriting information, to match competitor pricing, or as the result of negotiation with the customer.

Base Commissions

Base commission schedules for groups with up to 50 eligible employees may vary from market to market. The base commission schedule used for a single site case is the schedule in effect for the county in which the policy is issued. If there are multiple sites associated with a case, the commission schedule used will be that of the base location as determined by us. Special rules regarding multiple sites cases may apply in some areas. In most situations, the number of enrolled employees for all locations will be used to determine the tier that establishes the commission rate. However, the regulations in certain states may result in the isolation of the enrolled employee count for locations within that state. In such instances, the commissions for such locations may be calculated independently based on the enrolled employee count for that state only, and these employees will be excluded from the counts in other locations.

The base commission tier for groups with up to 50 eligible employees in states where a published "tiered" commission schedule applies will be set using an initial or renewal enrolled employee count at a time of our choosing. Usually, the tier will be established using the enrolled employee count at the time of the first month's bill for new groups, and the billed count for the first month of a renewal year, but this may vary at our discretion. The enrolled employee count for customers with multiple sites may be re-established every time an affiliated site is added or removed during the contract year.

Base commissions for groups with 51 or more eligible employees are established by mutual agreement between UnitedHealthcare and the agent in accordance with our policies and state regulations. Premium rates for group with 51 or more eligible employees will vary to reflect the commission included in the proposal. Agents and customers may request proposals with no commissions for groups with 51 or more eligible employees. UnitedHealthcare reserves the right to limit the amount of commissions that can be paid on any case. UnitedHealthcare may require written acknowledgement by an authorized representative of a customer of the specific commission arrangement on any case at anytime.

Medical Commission Limits for Groups with 51 or More Eligible Employees: UnitedHealthcare requires written customer approval before paying commissions on fully insured medical groups that are higher than seven percent for groups from 51 to 99 eligible employees, and six percent for groups with 100 or more eligible employees. The written customer acknowledgement helps to assure that all parties are aware of and agree to the commission level. The written customer acknowledgment must be submitted to UnitedHealthcare underwriting and accepted by UnitedHealthcare to receive a proposal. A written customer acknowledgement must also be obtained at each renewal for existing cases where commissions are above these limits. A sample customer acknowledgment letter may be obtained from your UnitedHealthcare representative.

Case Size Segment Assignment: most of the commission and bonus programs in this guide and related communications apply either to groups with up to 50 eligible employees or 51 or more eligible employees. In most situations these labels will coincide with the group's actual eligible employee count. However, the specific assignment of a group to any of these classifications is based on the employee count at some point in time, and other factors like the rating formula used, our underwriting rules and operating system indicators. Once classified, groups do not automatically change classification if they grow or shrink in enrollment or employee count. That means that under our business rules, some groups with more than 50 eligible employees will be included in the up to 50 eligible employees programs, and some groups with fewer than 51 eligible employees will not be. We reserve the right to classify any group in any case size designation at our discretion, regardless of the group's actual enrollment.

Repayment and Recovery of Commission, Override and Bonus Errors: UnitedHealthcare will not adjust any commission, override or bonus payments to an agent, agency or general agent except with respect to payments made within two years prior to the date of the adjustment. In this regard, neither an agent, agency, general agent nor UnitedHealthcare may assert a claim against the other relating to incorrect commission, override or bonus payments, unless such claim is made, and the resulting adjustment is commenced, within two years of the date of the incorrect commission or override payments. UnitedHealthcare maintains the right to recover payments by reducing any amounts owed to the broker, including all commission, override, and bonus payments.

Enrollment Count and Premium Adjustments: retroactive changes to employee counts or premiums will be applied at the commission rate that was in effect for the month the adjustment was made.

Delinquent Premium: no commissions are payable for any premium collected by a third party collection agency, through a court judgement, or similar process.

Commissions on Groups with Packaged Savings: the premium used to calculate percent of premium-based commissions for groups receiving Packaged Savings® is reduced by the Packaged Savings administrative credit in order to accurately reflect actual premium received.

Agent of Record (AOR) Changes: commissions and bonuses will be paid only to the licensed and appointed AOR assigned to the case by the customer and accepted by us. UnitedHealthcare reserves the right to accept or reject, at our sole discretion, requests to change the AOR assigned to a case and direct commissions and bonus payments to another AOR. All requests to change AOR assignments must be made in writing by the customer in a form approved by us.

UnitedHealthcare believes that the customer has the right to designate and change their AOR, so we will accept such requests provided that the proposed agent is properly licensed and appointed with us. Our policy is to accept requests to change AOR if the request is made in writing by an authorized representative of the customer. The request must be made in the form of a letter, on the customer's letterhead, directed to UnitedHealthcare (not the new AOR) that: designates the new Writing Agent and AOR (using the name by which they are appointed by us), specifies the lines of coverage impacted; and states that the customer's instructions to name a new AOR supersedes other designations, and terminates commissions and other payments to any prior agent. If we accept the customer's request, the AOR change will be implemented at a time of our choosing, usually in the month following our receipt of the request. As a courtesy, and at our discretion, we may advise the current AOR of the receipt of the request to remove them from the case.

Properly executed AOR change request letters should be submitted directly to one of the following:

By fax: **1-203-459-3296 or 1-203-459-3294**
By email: **commissions@oxhp.com**
By United States Postal Service mail: **UnitedHealthcare**
Commissions
48 Monroe Turnpike
Trumbull, CT 06611

If a producer becomes appointed as AOR for cases where there is no current agent, UnitedHealthcare will not pay commissions until commissions are added to the fully insured premium rate or self-funded fee. The change in premium can occur at the next renewal, or the customer may approve (in writing) a change in premium rates off-renewal to accommodate the compensation. If we recognize a new AOR on a case where no commissions are being paid, we will not pay commissions on the case until commissions are added to the fully insured premium rate or self-funded fee. If we recognize a new AOR on a commissionable case with 51 or more eligible

employees, and the new AOR requests an increase in commissions in writing, we will not pay the higher commissions until the additional commissions are added to the fully insured premium rate or self-funded fee. The change in premium can occur at the next renewal, or the customer may approve a change in premium in writing off-renewal to accommodate the compensation. If we recognize a new AOR on a commissionable case with 51 or more eligible employees, and the new AOR requests a decrease in commissions in writing, we will reduce the commissions and the fully insured premium rate or self-funded fee when the change can be processed, without waiting for the next renewal date.

Assignment: an Agent of Record (AOR) may appoint another agent or agency (the assignee) to receive the commissions on all of their cases through assignment. Such an assignment of commissions is irrevocable, and all rights to further assignment of commissions on the assigned cases will be granted only to the agent or agency to whom the commissions are assigned. The assignee must be licensed and appointed by UnitedHealthcare and legally able to receive commissions. We reserve the right to reject any request for assignment. An agent may rescind their assignment at anytime, but the rescission will only apply for cases written after the effective date of the rescission.

The policyholder is always the ultimate authority in designating an AOR for their case. However, absent other instructions from the customer, a current AOR may designate a new AOR by requesting such a change in writing. If the current AOR is an agency, the person requesting such a change must certify that they are authorized to make such a request on behalf of the agency.

Commissions Differentiated by Length of Coverage: for commission structures that are differentiated by the length of time the case has had coverage with us, "first year" commissions are paid for a period from the original effective date up to the first renewal date. The commission rates for "subsequent years" or "renewal years" are paid for all months starting on and following the first renewal date. The subsequent year or renewal year commission classification will apply as long as the company has continuing coverage, even if the policy undergoes a change in coverage, reinstatement, transfer to another operating platform, or is transferred to another UnitedHealthcare or UnitedHealth Group operating company.

Commissions Differentiated by Product: commission schedules may apply to a specific product or set of products within a product line. UnitedHealthcare has sole discretion to classify a product and assign commission schedules to a product. The commission schedule for groups that convert from one product to another will be changed at the time of the product conversion. No commissions are paid on policies converted to individual policies and certain government continuation policies.

Restrictions on the Use of Health Reimbursement Accounts (HRA) or Self-Funded Plans with UnitedHealthcare Medical Policies: UnitedHealthcare prohibits the solicitation or sale of its medical products for use in conjunction with Health Reimbursement Accounts (HRA) or self-funded plans unless the UnitedHealthcare medical product is specifically designed for such use. Where permitted by law, UnitedHealthcare reserves the right to eliminate commissions on UnitedHealthcare and affiliate medical products that were not specifically designed for use with an HRA or self-funded plan if it determines that an agent has sold such a product for use with an HRA or self-funded plan. Where permitted by law, we will recover commissions paid on any UnitedHealthcare and affiliate medical products for any period of time that an HRA or self-funded plan was in force in violation of this policy.

Producer Compensation Policies and Procedures for Governmental Entities

Special rules apply to payment of monetary compensation (including commissions, bonuses, and overrides) and non-monetary rewards to producers who solicit and sell UnitedHealthcare coverage or services to tax-supported or government-related customers, referred to as Governmental Entities in our Agent/Agency Agreement and throughout this guide. Customers considered Governmental Entities include (but are not limited to) villages, townships, cities, counties, states, public school districts, government-sponsored boards and districts, and similar entities. UnitedHealthcare has sole discretion in determining whether a customer is a "governmental entity."

Producers Accepting Compensation Directly from, or Acting as Consultants to, Governmental Entities Must Have Written Customer Acknowledgement: a producer who accepts a consulting fee or other compensation directly or indirectly from a governmental entity must provide UnitedHealthcare with written customer approval before they may receive any commissions, bonuses, overrides, non-monetary rewards or other compensation from UnitedHealthcare on that case. This approval must follow the template available for this purpose, and must be signed by an official authorized to sign legal documents for the governmental entity. This policy also applies to anyone acting as a consultant for a governmental entity whether or not the governmental entity compensates the consultant. This policy applies to all case sizes (including groups with up to 50 eligible employees) and funding types.

A producer who has accepted a consulting fee from a governmental entity may wish to terminate their status as "consultant" for that customer. This can only be done with written permission from UnitedHealthcare, and after a thorough review of the specific circumstances of the case. If a change in status is allowed, it can only be implemented if the governmental entity signs an acknowledgement and approval document (provided by UnitedHealthcare) granting permission for such a change.

UnitedHealthcare Strictly Adheres to Producer Compensation Limits Established by the Request for Proposal or Bid Specifications for Governmental Entities: the Request for Proposal, bid specifications or other written instructions for some governmental entities specify or limit the amount of compensation that may be paid to the producer. If a limit on compensation is established, those limits cannot be exceeded. If compensation is paid in the form of commissions, no separate additional compensation in any form, such as overrides or bonuses, may be paid to the producer where the total of such amounts, together with the commissions, would exceed the customer's limitations.

Customer Acknowledgement and Approval is Required to Pay Any Bonuses or Overrides on Governmental Entity Business with 51 or More Eligible Employees: to assure that governmental entities have an opportunity to understand the compensation being paid on their case, we require written customer approval before paying bonuses and/or overrides on governmental entity cases of 51 or more eligible employees. Even with customer acknowledgement, eligibility for bonuses is subject to acceptance by UnitedHealthcare. No bonuses or overrides will be paid on governmental entity business groups of 51 or more eligible employees without the approval of UnitedHealthcare, and written acknowledgment and approval for the payment by an authorized representative of the customer. This acknowledgment and approval must follow the template available for this purpose, and must be signed by an official authorized to sign legal documents for the governmental entity. As a reminder, non-commissionable cases are not eligible for any override or bonus program.

Governmental Entity Cases with Up to 50 Eligible Employees: if a governmental entity case is classified by us as a case with up to 50 eligible employees and standard commissions are paid, the case is eligible for published bonus programs with up to 50 eligible employees. Such cases are quoted and placed with the assumption that no special compensation considerations will be granted. However, even for these cases, if the producer accepts any compensation directly from or acts as the consultant to the governmental entity, no compensation of any type can be paid to the producer without written customer acknowledgement and approval. You are responsible for notifying us that you are receiving this compensation or otherwise acting as a consultant to a governmental entity. You may not accept such compensation if the terms of your agreement with the governmental entity prohibit the payment of such compensation. You are responsible for notifying us of your inability to accept such compensation.

General Policies for Bonus and Recognition Programs

UnitedHealthcare's bonus programs may vary from market to market. Some bonus programs are available only in certain locations. The programs in this guide apply only to agents and agencies who are permanently located in the area covered by this guide. All of the eligible business written and renewed by an agent or agency is included in the bonus calculation, regardless of the location of the group, unless excluded by the specific program rules, our policies or state regulations. A case's eligibility for a specific bonus program is dependent upon a number of factors, including, but not limited to: the number of enrolled employees at initial enrollment, renewal or some other point in time; the case's location; funding type; and length of time covered by UnitedHealthcare. UnitedHealthcare may also offer recognition programs such as award trips, non-cash prize programs, and access to special programs reserved for selected agents and agencies.

Bonus payments may be subject to recovery from future compensation if cases used in the bonus calculation cancel during the first twelve months of coverage. Bonus periods vary from program to program. Bonuses will be paid when the required data is available in final form, and after allowing additional time for calculations and data validation.

The enrolled employee or member counts used in any bonus program will be from a source of UnitedHealthcare's choosing, and on a date (or dates, if applicable) of our choosing. Once finalized by UnitedHealthcare, enrollment counts will not be adjusted for subsequent changes or retroactive adjustments to the enrollment count. UnitedHealthcare's determination of group and enrollment counts is final.

UnitedHealthcare has the right to modify or terminate any bonus program at any time without notice. UnitedHealthcare has the right to substitute any non-cash rewards, trip destinations, or other prizes at any time without notice. UnitedHealthcare has the sole and complete discretion to interpret the terms of all bonus programs and to determine amounts payable under the program.

UnitedHealthcare has the right to exclude any case from eligibility for any and all bonus, override, or recognition programs if it determines, at its sole discretion, that including the case in the program would create an actual or perceived conflict of interest for the agent and the customer. UnitedHealthcare has the right to exclude any case from eligibility for any bonus, override, or recognition program for any reason.

UnitedHealthcare bonus programs are generally designed for a specific product or case size segment. We reserve the right to specify or clarify the limitations and terms of any bonus program at any time without notice. Employer association, affinity business, and business acquired through the acquisition of an agency, a block of business or similar transaction may be excluded from bonus eligibility at our discretion without notice. UnitedHealthcare National Account business is not included in UnitedHealthcare's bonus programs. New York HMO business is excluded from all bonus programs. Cover Florida business is excluded from all bonus programs. Association business may be excluded from bonus eligibility. Bonus programs are subject to regulatory approval in New York, and other jurisdictions as required by law.

All bonus compensation will be subject to reporting as required for regulatory requirements, including (but not exclusively) the reporting associated with ERISA groups (Form 5500, Schedules A and C). UnitedHealthcare will be the sole arbiter as to whether and to what extent compensation is subject to reporting under these regulations, and will determine how bonus amounts are allocated to eligible cases.

All bonus and recognition programs are subject to income tax reporting and withholding (if applicable). The taxable value of non-cash recognition such as trips will be assigned to the entity that actually earned the reward regardless of who actually received the benefits of the reward.

"Non-commissionable" Cases Excluded from Bonuses: non-commissionable cases are not eligible for any bonus program. Please refer to the definition of "non-commissionable" on page 3 for more information.

Governmental Entities: some governmental entity cases written or renewed by producers may not be eligible for bonus programs. Please refer to the special rules in this guide for details.

Bonus Adjustments: any corrections to a bonus payment must be requested within 180 days of the date the bonus was paid.

Agent of Record (AOR) Changes: unless indicated otherwise in a bonus program's specific rules, the following rules apply for AOR changes: Cases acquired by an AOR change will not be credited as "new business" for the acquiring agent in bonuses where "new business" is a specified qualification criterion. Cases acquired by an AOR change will be added to both the beginning and ending counts for net change, retention, and persistency calculations. Cases lost by an AOR change are generally excluded from bonus calculations for the losing agent, and will be removed from both the beginning and ending counts for net change, retention and persistency calculations provided that the case does not cancel at the time of the AOR change.

If a producer acquires all or part of another producer's block of business by purchase, merger, or other means, the acquired business will not count towards any new business, persistency or net growth measure. UnitedHealthcare will determine whether and (if applicable) how the acquired business will count for inclusion in the bonus calculations.

Case Size Designation Changes: the impact of a change in case size designation of a case (for example, from "groups with up to 50 eligible employees" to "groups with 51 or more eligible employees") will vary for specific bonus programs. Cases that enter a new case size segment due to a case size designation change will not be credited as "new business" or as a net gain for net change, retention, and persistency calculations. Cases that leave a case size segment due to a change in enrollment will not be considered a cancellation for net change, retention, and persistency calculations, and will be removed from both the beginning and ending counts. Cases that transfer into the "up to 50 eligible employee" segment from the 51-plus segment on January 1 of any year will remain eligible for the 51-plus bonus that ended on the date of their transfer. UnitedHealthcare will determine the impact of case size segment changes in situations not specifically covered elsewhere.

Internal Transfers and Policy Number Changes: cases that change renewal dates, policy numbers or other identifiers due to transfer to another UnitedHealthcare or UnitedHealth Group operating company or operating system will not be considered "new business" in bonuses where "new business" is a specified qualification criterion.

Split or Shared Cases: bonus amounts, or case and employee credit, for cases where two or more agents split base commissions will be split in the same proportions for all bonus and recognition programs. For example, an agent who receives 50 percent of the base commission on a case that earns a bonus of $1,000 will receive $500. As an example in a bonus program where case and/or enrolled employee credit are used to establish eligibility and/or the bonus amount, an agent who receives 50 percent of the base commissions on a case with 20 enrolled employees will receive credit for 0.5 case and ten enrolled employees. Fractional case and employee credits are not rounded to the nearest integer in any bonus program calculation.

General Agents: General Agents receiving compensation under General Agent's or special compensation arrangements are not eligible for bonuses or other compensation except as specifically allowed by their agreement with us.

Multiple Segment Cases: larger employers who have multiple site or multiple segment groups may be divided into several different policies or group numbers. All of these "subgroups" are considered to be one case for commission and bonus purposes, sometimes collectively referred to as "affiliated cases." All affiliated cases will be combined to count as one case, and the enrolled employee and member counts for all related cases will be combined for bonus calculations and rules, including case size designation, enrollment caps and payment caps.

If new covered employees are brought to UnitedHealthcare through the addition of a new segment or site to an existing group, the employees in the new segment only may be considered "new business" in bonuses where "new business" is a specified qualification criterion at our discretion. This determination will be made following a review of the circumstances related to adding the new employees and the rules of the bonus program in question.

Policy of Combining of Business for UnitedHealthcare Bonus Programs: UnitedHealthcare's policy for bonuses and recognition programs is to direct rewards to the agent or agency directly responsible for producing and maintaining the business within a local branch office within a health plan. We do not allow agents or agencies to combine their business through assignment or other means with the intent of maximizing bonus payments or achieving higher tiers in United Advantage® or other recognition programs.

We only allow agents and agencies to combine business if they are in the same health plan coverage area, and then only if there is a true business relationship between the parties. For the purposes of this requirement, we define a "true business relationship" as some form of common ownership, plus other tangible evidence that the relationship represents a merger of all aspects of the business. Such evidence includes the sharing of office space, computer systems, and combining of all expenses and all revenues from all carriers related to the sale and retention of health insurance. Creating a partnership, corporation, LLC or other business entity without also merging all revenues, expenses, ledgers, assets and other aspects of the business does not meet the definition of a "true business relationship." UnitedHealthcare is the sole arbiter regarding whether a "true business relationship" exists between parties, and may adjust or terminate bonus payments, and suspend or terminate bonus eligibility, for agents and agencies found to be in violation of this policy. If we allow combining of business, the change will be made on a prospective basis only, and no prior bonuses will be recalculated.

In addition, please note that UnitedHealthcare's bonus programs are designed to pay for business sold by agency locations within a local health plan area. Therefore, bonuses for agencies that have multiple branches working through different health plans will be based on the business placed through each local branch location.

Voluntary Participation: agents and agencies may voluntarily withdraw from participation in bonus programs. Such withdrawal must be for all programs and for all customers. Requests for exclusion of a specific customer from bonuses will not be accepted unless there are special considerations related to regulatory or conflict of interest concerns.

Requests to reinstate bonus eligibility after a voluntary withdrawal will be subject to acceptance by UnitedHealthcare. Prior to accepting an agent's request to be reinstated for bonus eligibility, the agent must confirm that they have not advised their customers that they will not be accepting bonuses. UnitedHealthcare may, at its sole discretion, require that the agent advise all customers in writing that they are now accepting bonuses as a condition of reinstatement of bonus eligibility.

Reasons to Choose UnitedHealthcare

- **Medical and specialty benefits for every need**
  From cutting-edge consumer-directed plans to traditional PPOs, get efficient, affordable products designed to serve businesses of virtually every size. Also choose from fully integrated vision, dental, life, disability and behavioral health plans for seamless coverage and smooth administration.

- **Get healthy and stay healthy with wellness programs**
  UnitedHealth Wellness® programs help members take charge of their health and well-being. Based on clinical lifestyle modification research, our programs help members understand and educate themselves, then support and reward positive change. UnitedHealth Wellness is included in all plans.

- **Nationwide network access**
  With more than 573,000 physicians and health care professionals, 4,875 hospitals and 60,000 pharmacies, it's easy to find a network physician or hospital nearby.

- **UnitedHealth Premium® designation program**
  Members don't have to leave their health care choices to chance. The UnitedHealth Premium designation program gives members important quality and cost efficiency information about doctors and facilities in our network to help them make informed decisions about their care. Only physicians and facilities that meet national consensus- and evidence-based guidelines receive this special designation.

- **Online tools for employers and members**
  Employer eServices® lets benefits professionals manage enrollment, eligibility and billing in real-time. myuhc.com®, our member-focused Web site, lets members research health information, check claims status, find network physicians and more – all online.

- **Outstanding customer service**
  We provide information to members when and how they want it. Members can get automated information quickly and easily, or speak immediately with a knowledgeable representative.

What sets UnitedHealthcare apart

Corporate facts

UnitedHealthcare's parent company, UnitedHealth Group, is one of the largest health care services companies in the United States:

- More than $75 billion annual revenue
- More than 73 million people served by UnitedHealth Group
- We managed almost $100 billion in aggregate health care spending on behalf of constituents and consumers
- UnitedHealthcare has over 26 million health benefits plan enrollees

UnitedHealth Group reputation and recognition

- Fortune Magazine ranked UnitedHealth Group No. 1 in the industry for innovation for the third year in a row in 2008, and one of the most admired health care companies in the United States.
- UnitedHealth Group was ranked No. 105 on the 2007 Forbes Global 2000, a list of the world's largest companies based on sales, profits, assets and market value.

UnitedHealthcare's competitive differences

- Health and well being philosophy: Our programs help to keep consumers healthy, including UnitedHealth Wellness, Healthy Pregnancy program, reminders program, and 24-hour consumer phone line staffed by nurses and master's level specialists to help with health, personal or financial issues.
- Open access products require no referrals. No prior authorization for most medical procedures.
- Disease management programs for conditions such as asthma, diabetes, coronary artery disease and congestive heart failure provide comprehensive support to a larger population of people with these conditions.
- Innovative use of claims data helps identify those most likely to become ill and helps physicians improve their practice patterns through best practice and evidence-based guidelines reporting.
- Online consumer health records for simple, secure access to vital health data anywhere, anytime.

For a complete description of the UnitedHealth Premium designation program, including details on the methodology used, geographic availability and program limitations, please see myuhc.com.

UnitedHealth Wellness is a collection of programs and services offered to UnitedHealthcare enrollees to help them stay healthy. It is not an insurance product but is offered to existing enrollees of certain products underwritten or provided by United HealthCare Insurance Company or its affiliates to encourage their participation in wellness programs. Health care professional availability for certain services may be dependent on licensure, scope of practice restrictions or other requirements in the state. Some UnitedHealth Wellness programs and services may not be available in all states or for all group sizes.

UnitedHealthcare Vision℠ coverage provided by or through United HealthCare Insurance Company or its affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. UnitedHealthcare Dental® coverage provided by or through United HealthCare Insurance Company or its affiliates. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (CA only), United HealthCare Services, Inc. or their affiliates. Unimerica Life and Disability products are provided by or through Unimerica Insurance Company, United HealthCare Insurance Company or their affiliates.

The Definity℠ Health Savings Account (HSA) high deductible health plan (HDHP) is designed to comply with IRS requirements so eligible enrollees may open a Health Savings Account with a bank of their choice or through OptumHealth Bank, Member of FDIC. “Definity HSA” refers generally to the Definity HSA product, which includes a HDHP, although at times “Definity HSA” may refer only and specifically to the Definity Health Savings Account, provided in conjunction with OptumHealth Bank and not to the associated HDHP.

UnitedHealthcare’s Definity℠ Health Reimbursement Account, or HRA, combines the flexibility of a medical benefit plan with an employer-funded reimbursement account.

The Healthy Pregnancy Program follows national practice standards from the Institute for Clinical Systems Improvement. The Healthy Pregnancy Program can not diagnose problems or recommend specific treatment. The information provided is not a substitute for your doctor’s care.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Health Plan coverage provided by or through UnitedHealthcare of New England, Inc.