

Code of Conduct

IFG is committed to providing appropriate guidance to its valued Agents/Agencies. IFG's continued success depends upon the integrity of all persons and Agencies representing IFG. All Agency personnel and all contracted Agents have committed to the following. IFG will monitor that all agents are following the below guidance.

Sales & Marketing Code of Ethics

1. The Agent shall always conduct themselves with professionalism and integrity and with respect for the rights and reasonable requests of prospective and current consumers and IFG clients.
2. The Agent understands it is the Agent's responsibility to represent each carrier with whom the Agent is contracted accurately and comply with all requirements set forth by the carrier and applicable federal and state government Agencies.
3. The Agent will base sales presentations on the merit and quality of the respective plan or product and will not disparage competitors.
4. In accordance with Section 1557 of the Patient Protection and Affordable Care Act, the Agent understands discrimination on the basis of race, color, national origin, sex (including pregnancy, sexual orientation, gender identity, and sex characteristics), age, or disability is not tolerated in covered health programs or activities.
5. The Agent understands it is a violation of CMS regulations and are strictly prohibited from discriminating against any eligible beneficiary enrolling in an MA and/or PDP plan based upon their health status. Any personal information obtained about a beneficiary as a result of discussion/application for any other product distributed by the carrier will in no way be used to discourage the enrollment in any MA and/or PDP plan. Additionally, any such personal information will be treated in full accordance with all HIPAA regulations regarding use of personal information.
6. The Agent will comply with all HIPAA regulations, as well as completing required HIPAA training annually.
7. The Agent will disclose their name at the start of every appointment/call and will provide all clients a business card, as applicable. Additionally, the Agent will clearly disclose at the onset of the appointment the purpose of the visit and the product(s) to be discussed as noted within the executed Scope of Appointment (SOA). The Agent will make no assertions other than to explain each product, its benefits, limitations, the offering company and how to enroll/apply. Misrepresentation of the purpose of the visit/call is strictly prohibited. The Agent will make every attempt to notify a beneficiary if unable to make a scheduled appointment.
8. The Agent understands absolute statements (e.g., "the best", "highest ranked", "rated number one") and/or qualified superlatives (e.g., "one of the best", "among the highest rank") are prohibited unless they are substantiated with supporting data and approved by IFG, insurance carriers and/or CMS. The Agent will not use any form of pressure, scare tactics, coercion, deception, sympathy, appeal, monetary offers, or other unethical sales tactics during the presentation.
9. The Agent will always give clear, thorough, and accurate information regarding all carrier plans or products presented. They are prohibited from making false, misleading, half-true, or exaggerated statements.
10. The Agent will ensure that all information on any application, form, or any other document used in the enrollment/application process, is complete and accurate to the best of their ability, and will not alter, remove, replace or misrepresent any information obtained from the beneficiary.
11. The Agent understands they are prohibited from enrolling a beneficiary from an outbound call for MA and/or PDP products including Optional Supplement Benefits.
12. The Agent shall upload all electronic applications and/or email, scan, overnight or fax all paper applications within 24 hours of taking possession of the application to ensure meeting required CMS and/or carrier application handling timeframes.
13. During Pre-AEP, from October 1 – October 14, the Agent will not solicit or accept paper or electronic applications prior to the start of the Annual Election Period on October 15.
14. The Agent will not refuse any eligible beneficiary the opportunity to enroll telephonically. Should the beneficiary prefer to enroll electronically or via paper, they will facilitate the enrollment.
15. The Agent understands that text messaging and other forms of electronic direct messaging (e.g., social media platforms) fall under unsolicited contact and are not permitted.

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16. The Agent will assure, to the best of their ability, that the prospective beneficiary is of sound mind and capable of thoroughly understanding their plan or product. If, at any time, there is a doubt to the enrollee's mental ability to comprehend, the Agent will discontinue the enrollment until such time as they can meet with someone with appropriate legal authority to enroll the beneficiary.
17. The Agent will not sign the enrollee's name, with or without their permission, on any enrollment form, application, or any other document. The Agent will not knowingly accept a signature other than the enrollee's on an application for any product, except in the case of an authorized Power of Attorney for Healthcare (POA) or court appointed Legal Guardian. The Agent will not knowingly/willfully accept a signed incomplete application. Additionally, they will not complete or accept an application when a beneficiary is uncertain if they want to enroll in the plan. It is unacceptable to enroll a beneficiary who is unsure by offering to cancel after review of plan materials. It is a violation to inform a beneficiary that they must enroll in order to receive plan materials. Willfully forging of any form, letter, application, or any other enrollment related document may result in disciplinary action up to and including termination.
18. The Agent will sell or replace a plan only when it is clearly in the best interest of the beneficiary and without regard to compensation.
19. The Agent will not engage in unsolicited contact to prospective MA/PDP members. The Agent is permitted to contact prospective MA/MapD members in the following situations:
 - Initiating a phone call to confirm an appointment that was already agreed upon by the prospective member.
 - Initiating a phone call to a prospective member who had given prior express permission for the Agent to contact them. Permission applies only to the entity from which the individual requested contact and for the duration and topic of that transaction.
20. The Agent is aware that marketing activities for Medicare products are strictly regulated by both state and federal law, and by rules disseminated by CMS. The agent agrees to comply with these requirements.
21. The Agent will use only IFG, Insurance Carrier(s) and CMS approved materials/scripts, as applicable, to market to prospective enrollees. In addition, all communications to current members, e.g. letters, flyers, mailers, etc., must also be approved by IFG, Insurance Carrier(s) and CMS prior to their use. The Agent will not modify or alter approved materials/scripts for their use in member communications or the marketing and sale of MA and/or PDP plans. Should they become aware of any other Agent engaging in the use of unapproved materials; they agree to bring it to the attention of IFG. Materials developed by Agents/Agencies must be submitted to IFG prior to use to obtain approval from IFG, Insurance Carriers and CMS, as applicable.
22. The Agent is prohibited from giving or offering a gift or payment of any kind to a prospective MA and/or PDP member as an inducement to enroll in any plan. The Agent will not offer any form of incentive, e.g., cash, gifts, etc., to a member as a reward for referrals provided by the member. An offer of a rebate in any form is strictly prohibited. CMS permits the use of gifts of a nominal value, defined as an individual item having a fair market value of \$15 or less, with a maximum aggregate of \$75 per person, per year. The Agent will not provide or subsidize meals or snacks that can be bundled to make a meal of any value during sales/marketing activities.
23. The Agent is prohibited from providing any form of cash or payment to a beneficiary/applicant to assist them in the payment of their premium, co-payments, pharmacy co-payments, plan coinsurance, medications, transportation, etc. on all carrier plans or products.
24. The Agent is required to make every effort to confirm that the beneficiary, client, or member has not previously indicated that they do not want to be contacted for the purpose of marketing/sales. Failure to comply could result in disciplinary action up to and including termination. The Agent will not contact anyone who has been flagged as Do Not Call (DNC) or Do Not Mail (DNM).
25. The Agent understands they are not to make calls based on a referral. If an individual would like to refer a friend or relative, the Agent can provide contact information such as a business card, email address, or direct telephone extension that the individual could provide to a friend or relative.

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26. The Agent understands that they are prohibited from making any unsolicited direct contact with a Medicare beneficiary regarding MA and/or PDP. The beneficiary must have initiated the contact in advance or provided express permission to be contacted.

Examples of prohibited activities include but are not limited to:

- Door-to-door solicitation, including leaving information such as a leaflet or flyer at a residence or on someone's car.
- Approaching potential enrollees in common areas (e.g., parking lots, hallways, lobbies, sidewalks, etc.).
- Use of telephonic solicitation, including unsolicited text messages and leaving electronic voicemail messages.

27. The Agent understands that they cannot make unsolicited direct contact by email, conventional mail and other print media to email prospective enrollees. and . Emails must include an opt-out process on each communication to elect to no longer receive emails, they cannot rent or acquire an email address through any type of directory, nor can they disclose the beneficiary's email address to any other person or entity without prior approval to do so. Concerning email, they will protect Personal Health Information (PHI) and will not share any PHI or carrier specific Confidential Information via email. It is best practice when responding to a consumer email, to keep the communication short and concise and offer to set an appointment or a telephone call to discuss plan details.

28. The Agent is prohibited from charging beneficiaries any marketing fees or fees related to the enrollment.

29. The Agent is responsible for maintaining all applicable insurance licenses and any applicable certifications required to sell a carrier specific product in all states in which they market such products. The Agent will obtain a valid resident or non-resident license, and any required appointments issued from the state where the Medicare beneficiary permanently resides in order to market or sell a MA and/or PDP plan.

30. The Agent understands that marketing non-health care related products to prospective enrollees during any MA sales activity or presentation is considered cross-selling and is prohibited. If the beneficiary is interested in learning more about non-healthcare care related products, the Agent must ensure an SOA is completed for those products and a separate appointment is set up to discuss.

31. The Agent will maintain integrity when completing any licensing or certification exams, including but not limited to, the AHIP or NAHU and will not engage in any dishonest behavior, including but not limited to, cheating, having someone test on your behalf, or test answer sharing.

32. The Agent will protect the privacy of all consumers and members and preserve the confidentiality of their records, enrollment application, and any other health information in accordance with carrier privacy policies and procedural guidelines, as well as federal and state regulations.

33. The Agent understands that IFG must be notified prior to subcontracting any work in support of IFG, including efforts offshore. Additionally, the Agent understands written agreements must be maintained with any subcontractors supporting functions IFG is contracted to perform. They are prohibited to engage in any offshore arrangement or employment.

34. The Agent will not involve in providing legal advice concerning the need for Healthcare Power-of-Attorney or Legal Guardianship, nor can they facilitate the execution of such documentation, dis-enrollment from another plan, medical referrals (as applicable) or any other activity that could be viewed as unethically influencing an enrollment/dis-enrollment decision.

35. In the event an allegation of misconduct is lodged, the Agent will either 1) provide a detailed written response to the complaint; or 2) acknowledge receipt of the allegation in the required time frame provided by the carrier. The Agent will comply with the specific action that needs to be taken. Failure to do so may result in disciplinary action up to and including termination. Additionally, they will not contact beneficiaries that have lodged any type of complaint or allegation related to an MA or PDP plan without prior approval from the IFG SI Team.

The Agent understands that any violation of this stated Code of Conduct may result in disciplinary action up to and including termination of my contract with IFG and reported to all applicable carriers; and that such violations may result in the suspension of any pending compensation. The Agent understands that they are to report any breach of this Code to the IFG SI Team, at compliance@teamifg.com.