STATE OF MISSOURI

DEPARTMENT OF COMMERCE & INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

***In Re*:**	)	
	)	
HUMANA INSURANCE COMPANY	)	**Market Conduct Investigation No. 411034**
(NAIC #73288)	)	

ORDER OF THE DIRECTOR

NOW, on this 11th day of September 2025, Director Angela L. Nelson, after consideration and review of the Stipulation of Settlement and Voluntary Forfeiture (hereinafter "Stipulation") entered into by the Division of Insurance Market Regulation (hereinafter "Division") and Humana Insurance Company (NAIC #73288) (hereinafter "HIC"), relating to the market conduct investigation no. 411034, does hereby issue the following orders:

This order, issued pursuant to §374.046.15[1] and §374.280 RSMo, is in the public interest.

IT IS THEREFORE ORDERED that the Director does hereby approve the Stipulation as agreed to by HIC and the Division.

IT IS FURTHER ORDERED that HIC shall not engage in any of the violations of statutes and regulations set forth in the Stipulation, shall implement procedures to place it in full compliance with the requirements in the Stipulation and the statutes and regulations of the State of Missouri, shall maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

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[1] All references, unless otherwise noted, are to Revised Statutes of Missouri 2016.

IT IS FURTHER ORDERED that HIC shall pay, and the Department of Commerce and Insurance, State of Missouri, shall accept, the Voluntary Forfeiture of $18,000.00, payable to the Missouri State School Fund.

IT IS SO ORDERED.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 11th day of September, 2025.

Angela L. Nelson
Director

IN THE DEPARTMENT OF COMMERCE AND INSURANCE
STATE OF MISSOURI

***In Re*:**	**)**	
	)	
Humana Insurance Company	**)**	**Market Conduct Investigation No. 411034**
(NAIC # 73288)	**)**	
	)	

STIPULATION OF SETTLEMENT AND VOLUNTARY FORFEITURE

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter the "Division"), and Humana Insurance Company (hereinafter "HIC"), as follows:

WHEREAS, the Division is a unit of the Missouri Department of Commerce and Insurance (hereinafter the "Department"), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in the State of Missouri;

WHEREAS, HIC has been granted a certificate of authority to transact the business of insurance in the State of Missouri;

WHEREAS, the Division conducted a market conduct investigation of HIC, investigation no. 411034; and

WHEREAS, based on the market conduct investigation of HIC, the Division alleges that:

1. On three occasions, HIC requested refunds or offsets from health care providers against a claim more than twelve months after the claim was paid, without evidence of fraud or misrepresentation by the health care providers, in violation of § 376.384.1(3), RSMo.[1]

2. HIC acted contrary to the Director's March 14, 2012 order and stipulation in settlement of investigation case number 11158-73288-LH, in violation of § 374.046.12.

A. **Scope of Agreement.** This Stipulation of Settlement and Voluntary Forfeiture

[1] All statutory references, unless otherwise noted, are to the 2016 Revised Statutes of Missouri.

(hereinafter "Stipulation") embodies the entire agreement and understanding of the signatories with respect to the subject matter contained herein. The signatories hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

B. **Remedial Action.** HIC agrees to take remedial action, bringing it into compliance with the statutes and regulations of Missouri and agrees to maintain those remedial actions at all times. Such remedial actions shall include the following:

1. HIC agrees to develop and implement written policies, procedures, and employee training materials that clearly document the limitations in Missouri for requesting refunds and offsets per § 376.384.1(3). The written policies, procedures, and employee training materials shall clearly describe HIC's methods for applying the limitations of § 376.384.1(3). Said policies, procedures, and training materials shall be furnished to the Division along with implementation dates. Implementation shall include any and all necessary system programming.

2. HIC agrees to supply written policies, procedures, and training materials for compliance with § 376.384.1(3) to all entities with which HIC contracts to process claims, claim refunds, and claim offsets.

3. HIC agrees to apply the limitations of § 376.384.1(3) to all providers that submit electronic claims, including but not limited to dental claims.

4. HIC agrees to reprocess the three claims identified in this investigation for which refunds were requested more than 12 months after the initial claim payment. HIC shall provide proof of repayment to each provider, together with applicable interest under § 374.191.

5. HIC agrees to audit all refund and recoupment actions from January 1, 2022 through the date the Director signs an Order approving this Stipulation (hereinafter, "Order"), including but

not limited to medical, mental/behavioral health, vision, and dental claims, for compliance with § 376.384.1(3). HIC shall repay any refunds or recouped amounts identified during the audit, together with applicable interest, that were requested more than 12 months after the original payment date and do not contain fraud or misrepresentation by the health care provider. HIC shall report the audit results to the Division in a format acceptable to the Division.

6. For a period of one year after the date of the Order, HIC agrees to conduct semi-annual audits of all claim files closed at the end of each audit period for compliance with § 376.384.1(3) and remedial actions 1 and 3. The first audit period will begin on the date of the Order and continue for six months. The second audit period will begin the day after the previous audit period ended and continue for six months. HIC agrees to reprocess any claims identified in the audits that do not comply with Missouri law or meet the requirements of the remedial actions, together with payment of interest pursuant to § 374.191. HIC shall report the results of each audit including reprocessed claims along with supporting evidence as requested by the examiners within 60 days of the end of each audit period.

C. **Compliance.** HIC agrees to file documentation pursuant to § 374.190 with the Division, in a manner acceptable to the Division, of any remedial action taken to implement compliance with the terms of this Stipulation, including the payment of refunds to claimants. HIC agrees to provide such documentation within thirty (30) days of the entry of the Order unless otherwise specified in Section B above.

D. **Voluntary Forfeiture.** HIC agrees, voluntarily and knowingly, to surrender and forfeit the sum of $18,000.00, payable to the Missouri State School Fund, in accordance with §§ 374.049.11 and 374.280.2, within fifteen (15) days of the date the Director of the Department (hereinafter, "Director") signs an Order.

E. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by HIC, this Stipulation being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above referenced market conduct investigation.

F. **Waivers.** HIC, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights to procedural requirements, including notice and an opportunity for a hearing, and review or appeal by any trial or appellate court, which may have otherwise applied to the market conduct investigation no. 411034.

G. **Amendments.** No amendments to this Stipulation shall be effective unless made in writing and agreed to by authorized representatives of the Division and HIC.

H. **Governing Law.** This Stipulation shall be governed and construed in accordance with the laws of the State of Missouri.

I. **Authority.** The signatories below represent, acknowledge and warrant that they are authorized to sign this Stipulation, on behalf of the Division and HIC, respectively.

J. **Counterparts.** This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single document. Execution by facsimile or by electronically transmitted signature shall be fully and legally effective and binding.

K. **Effect of Stipulation.** This Stipulation shall not become effective until entry of an Order by the Director.

L. **Request for an Order.** The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

DATED: August 30, 2025

Teresa Kroll
Chief Market Conduct Examiner
Division of Insurance Market Regulation

DATED: ___8/11/2025__________

Name: Conor Duffy
Title: VP – Retail Compliance
Humana Insurance Company