Terms and Conditions

Electronic Billing and Payment Terms and Conditions

The following terms and conditions apply if you are making an online or telephone payment:

You authorize Harvard Pilgrim Health Care, Inc. ("HPHC") to initiate a one-time electronic fund transfer from the checking or savings account you specified (your "Bank Account"), for payments due to HPHC for monthly insurance premiums. HPHC will initiate the transfer on the first business day of the month upon your acceptance and authorization evidenced by clicking "I Agree, Submit" or your verbal assent over the telephone. You have reviewed your Bank Account information and the amount due.

If you decide to stop payment, you agree to also notify HPHC through Member Services when you do so. If a payment is refused or returned by your bank, you are still responsible for making a payment. If a transfer is refused, HPHC will not have any liability, even if the dishonored payment causes the cancellation of your insurance policy. In the event that your bank refuses the automatic transfer for any reason, any credit for the payment which HPHC makes to your Bank Account will be reversed and HPHC may charge your Bank Account with a Returned Check Fee. If the automatic transfer is refused by your bank for any reason and consequently HPHC does not receive insurance premium payment on time, HPHC may also charge your Bank Account a Late Payment Fee.

The following terms and conditions apply if you are enrolled in the Auto Pay Program:

You authorize Harvard Pilgrim Health Care, Inc. ("HPHC") to, on a recurring basis, automatically initiate an electronic fund transfer from the checking or savings account you specified (your "Bank Account"), for payments due to HPHC for monthly insurance premiums. You understand that HPHC will initiate transfers/charges pursuant to this authorization not to exceed the full balance due in premium. Your invoice will notify you of the amount due for each month. Because the monthly deduction amount can vary, please refer to your invoice for the automatic transfer amount. HPHC will initiate transfers or charges each month on the first business day of the month. The origination of ACH transactions to your Bank Account must comply with the provisions of U.S. law.

You also understand that this authorization to pay your HPHC account identified above by recurring charges or debits is entirely optional and is not required to obtain or maintain your account with HPHC. You understand that HPHC will process your enrollment request upon receipt and send me written confirmation as to when the automatic transfer will begin. Until you receive confirmation from HPHC in your invoice, you understand that you should continue to make payments. You are responsible for providing HPHC with accurate payment account information if such information changes in the future. You also understand that you may discontinue participation in the Auto Pay Program at any time by informing HPHC of your intentions orally by calling (877) 907-4742, in writing to this address: Premium Cash Department, 4th floor, Harvard Pilgrim Health Care, 1600 Crown Colony Drive, Quincy Ma 02169 or by visiting www.harvardpilgrim.org and accessing the online billing link and selecting manage account.

This authorization will remain in effect until you discontinue participation in the Auto Pay Program, order your bank to stop payment or until HPHC notifies me that it is no longer in effect. If a transfer is

refused, HPHC will not have any liability, even if the dishonored payment causes the cancellation of your insurance policy.

You understand that HPHC may cancel this agreement if: (a) the bank where You have your Bank Account fails for any reason to honor any HPHC automatic transfer request; (b) your Bank Account has insufficient funds to pay any HPHC automatic transfer request; or (c) any other reason deemed sufficient by HPHC, including fraud. In the event that your bank refuses the automatic transfer for any reason, any credit for the payment which HPHC makes to your Bank Account will be reversed and HPHC may charge your Bank Account with a Returned Check Fee. If the automatic transfer is refused by your bank for any reason and consequently HPHC does not receive insurance premium payment on time, HPHC may also charge your Bank Account a Late Payment Fee.

The following terms and conditions apply if you are enrolled Go Green:

By agreeing to the Go Green Terms and Conditions ("GGTC"), you give your consent for Harvard Pilgrim Health Care ("HPHC") to provide you with electronic communications. You agree that you have the authority to accept and receive paperless account statements and notices, including the authority to agree to the GGTC terms and conditions herein. You understand that you will no longer receive paper documents and certain paper notices in the mail for the above account. You acknowledge that you: (i) can access and read these GGTC terms, (ii) can access your paperless account statement as described below; and (iii) consent to receiving your account statements and notices exclusively through electronic means.

You may view your account statements and other electronic documents by signing into your account at XXXXXX. HPHC will attempt to send your paperless account statement notice to your current e-mail address listed in HPHC's records. You must keep your notice e-mail address current and contact HPHC directly if you do not receive your paperless account statement. You agree to hold HPHC harmless for any delay or failure to deliver or receive the paperless account statement notice.

You understand that you must pay the amount due listed in your paperless account statement by the due date.

You also understand that you may cancel Go Green at any time and request to receive paper statements and notices by visiting us at www.harvardpilgrim.org and accessing the online billing link and selecting manage account.

HPHC reserves the right to deny or cancel Go Green at any time in its sole discretion