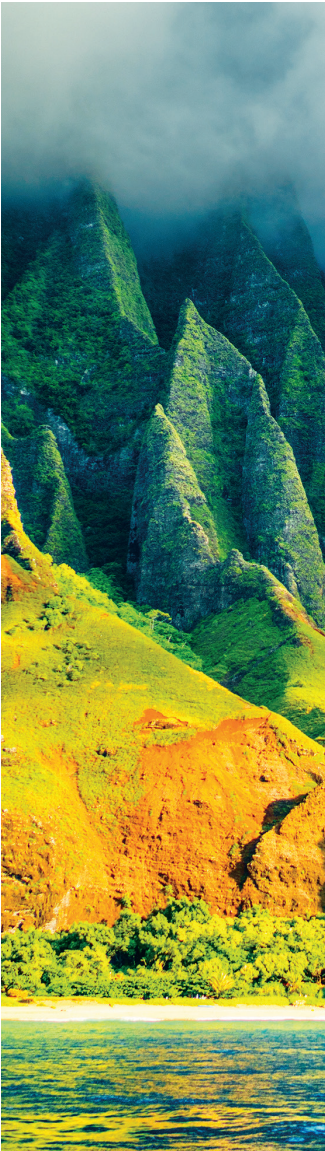


Plan Certificate

Prescription Drug Rider



An Independent Licensee of the Blue Cross and Blue Shield Association

Prescription Drug Benefits Rider

I. ELIGIBILITY

This Rider provides coverage that supplements the coverage provided under HMSA's medical plan. Your coverage under this Rider starts and ends on the same dates as your medical plan coverage.

II. PROVISIONS OF THE MEDICAL PLAN APPLICABLE

All definitions, provisions, exclusions, and conditions of HMSA's Guide to Benefits shall apply to this Rider. Exceptions are specifically modified in this Rider.

III. ANNUAL COPAYMENT MAXIMUM

The **Annual Copayment Maximum** for Prescription Drugs and Supplies is the maximum copayment amounts you pay in a calendar year for Prescription Drugs and Supplies. Once you meet the copayment maximum of \$3,600 per person or \$4,200 per family you are no longer responsible for copayment amounts for Prescription Drugs and Supplies unless otherwise noted.

The following amounts do not apply toward meeting the copayment maximum. Also, you are still responsible for these amounts even after you have met the copayment maximum.

- (1) Payments for services subject to a maximum once you reach the maximum.
- (2) The difference between the actual charge and the eligible charge that you pay when you receive services from a nonparticipating provider.
- (3) Payments for noncovered services.
- (4) Any amounts you owe in addition to your copayment for covered services.

IV. DEFINITIONS

When used in this Rider:

(1) **"Biological products"**, or biologics, are medical products. Many products are made from a variety of natural sources (i.e., human, animal, or microorganism). It may be produced by biotechnology methods and other cutting-edge technologies. Like drugs, some biologics are intended to treat diseases and medical conditions. Other products are used to prevent or diagnose diseases. Examples may include:

- Vaccines.
- Blood and blood products for transfusion and /or manufacturing into other products.
- Allergenic extracts, which are used for both diagnosis and treatment (for example allergy shots).
- Human cells and tissues used for transplantation (for example, tendons, ligaments and bone).
- Gene therapies.
- Cellular therapies; test to screen potential blood donors for infectious agents such as HIV.

(2) **"Biosimilar product"** is a biological product that is FDA-approved based on a showing that it is highly similar to an already FDA-approved reference product. It has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Only minor differences in clinically inactive components are allowable in biosimilar products.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(3) **"Brand Name Drug"** is a drug that is marketed under its distinctive trade name. A brand name drug is or at one time was protected by patent laws or deemed to be biosimilar by the U.S. Food and Drug Administration. A brand name drug is a recognized trade name prescription drug product, usually either the innovator

product for new drugs still under patent protection or a more expensive product marketed under a brand name for multi-source drugs and noted as such in the national pharmacy database used by HMSA.

(4) **"Eligible Charge"** is the charge HMSA uses to calculate a benefit payment for a covered service or drug. It is the lesser of the following charges:

- (a) The actual charge as shown on the claim, or
- (b) HMSA's Allowable Fee. This includes an allowance for dispensing the drug.

HMSA negotiates the cost of covered drugs and supplies from drug manufacturers or suppliers. This may include discounts, rebates, or other cost reductions. Any discounts or rebates received by HMSA will not reduce the charges that your copayments are based on. Discounts and rebates are used to calculate your Tier 3 Cost Share. HMSA also applies discounts and rebates to reduce prescription drug coverage rates for all prescription drug plans.

Participating Providers agree to accept the eligible charge as payment in full for covered drugs or supplies. Nonparticipating providers generally do not. Therefore, if you receive drugs or supplies from a nonparticipating provider, you are responsible for a Copayment plus a Tier 3 Cost Share, if any, plus the difference between the actual charge and the eligible charge.

(5) **"Generic Drug"** is a drug or supply that is prescribed or dispensed under its commonly used generic name rather than a brand name. Generic drugs are not protected by patent and are identified by HMSA as "generic". A generic drug shall meet any one of the following:

- (a) It is identical or therapeutically equivalent to its brand counterpart in dosage form, safety, strength, route of administration and intended use.
- (b) It is a non-innovator product approved by the FDA under an Abbreviated New Drug Application (an application to market a duplicate drug that has been approved by the FDA under a full New Drug Application).
- (c) It is defined as a generic by Medi-Span or an equivalent nationally recognized source.
- (d) It is not protected by patents(s), exclusivity, or cross-licensure.

(e) Generic drugs include all single-source and multi-source generic drugs as set forth by a nationally recognized source selected and disclosed by HMSA. Unless explicitly defined or designated by HMSA, once a drug has been deemed a generic drug, it must be considered a generic drug for purposes of benefit administration.

(6) **"HMSA Optimal Prescription Formulary"** is a list of drugs by therapeutic category published by HMSA.

(7) **"Interchangeable biologic product"** is an FDA-approved biologic product that meets the additional standards for interchangeability to an FDA-approved reference product included in:

- The Hawaii list of equivalent generic drugs and biological products.
- The Orange Book.
- The Purple Book.
- Other published findings and approvals of the United States Food and Drug Administration.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(8) **"Non-Preferred Formulary Drug"** is a Brand Name drug or supply that is not identified as preferred or is listed in Tier 3 on the HMSA Optimal Prescription Formulary. When you choose Non-Preferred Formulary drugs, your Copayment plus Tier 3 Cost Share may exceed HMSA's payment to the provider.

(9) **"Non-Preferred Formulary Specialty Drug"** is a Specialty Drug or supply that is not identified as a Preferred Formulary Specialty Drug or is listed in Tier 5 on the HMSA Optimal Prescription Formulary.

(10) **"Oral Chemotherapy Drug"** is an FDA-approved oral cancer treatment that may be delivered for self-administration under the direction or supervision of a Provider outside of a hospital, medical office, or other clinical setting.

(11) **"Over-the-Counter Drugs"** are drugs that may be purchased without a prescription.

(12) **"Preferred Formulary Drug"** is a drug or supply identified as preferred or is listed in Tier 2 on the HMSA Optimal Prescription Formulary.

(13) **"Preferred Formulary Specialty Drug"** is a Specialty Drug or supply that is identified as a Preferred Formulary Specialty or is listed in Tier 4 on the HMSA Optimal Prescription Formulary.

(14) **"Prescription Drug"** is a medication required by Federal law to be dispensed only with a prescription from a licensed provider. Medications that are available as both a Prescription Drug and a nonprescription drug are not covered as a Prescription Drug under this Rider, except those designated as covered in the HMSA Optimal Prescription Formulary.

(15) **"Reference product"** refers to the original FDA-approved biologic product that a biosimilar is based.

(16) **"Specialty Drugs"** have one or more of the following characteristics:

- (a) High in cost (more than \$600)
- (b) Specialized patient training on the administration of the drug (including supplies and devices needed for administration) is required.
- (c) Coordination of care is required prior to drug therapy initiation and/or during therapy.
- (d) Unique patient compliance and safety monitoring requirements.
- (e) Unique requirements for handling, shipping and storage.
- (f) Restricted access or limited distribution.

(17) **"Tier 3 Cost Share"** is a share of the cost of Tier 3 drugs or devices that you must pay in addition to a Copayment. When you choose Tier 3 drugs, your Copayment plus Tier 3 Cost Share may exceed HMSA's payment to the provider.

V. DRUG BENEFITS

You are eligible to receive the following benefits when covered drugs and supplies are obtained with a prescription. Covered drugs and supplies must be: 1) approved by the FDA, 2) prescribed by a licensed Provider and 3) dispensed by a licensed pharmacy or Provider. The use of such drugs must be necessary for the diagnosis and treatment of an injury or illness.

(1) Covered Prescription Drugs and Supplies.

(a) Prescription Drugs that are listed in the HMSA Optimal Prescription Formulary. Except for drugs and supplies listed in Sections V(1)(b) through V(1)(d), every drug on the plan's formulary is covered in one of the five tiers listed below. In general the higher the tier number, the higher your cost for the drug.

- Tier 1 – mostly Generic Drugs and Supplies
- Tier 2 – mostly Preferred Formulary Drugs and Supplies
- Tier 3 – mostly Non-Preferred Formulary Drugs and Supplies
- Tier 4 – mostly Preferred Formulary Specialty Drugs and Supplies
- Tier 5 – mostly Non-Preferred Formulary Specialty Drugs and Supplies

To find out which tier your drug is in, refer to the formulary. Changes to the formulary may occur at any time during your plan year. The current formulary can be found at www.hmsa.com.

(b) Oral Chemotherapy Drugs.

(c) Contraceptives – Over-the-counter (OTC) when you receive a written prescription for the OTC contraceptive.

(d) Drugs Recommended by the U.S. Preventive Services Task Force (USPSTF).

(2) **Benefits for Covered Drugs.** Formulary drugs and supplies are covered in one of the five cost-sharing tiers listed in this section. Tier or copay lowering exceptions are not available.

(a) Tier 1.

1. When obtained from a Participating Provider, you owe a \$7 Copayment per drug or supply to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge. For Tier 1 contraceptives, diaphragms, cervical caps, and over-the-counter contraceptives (when you

receive a written prescription), HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug or supply. HMSA reimburses you 80% of the remaining Eligible Charge after deducting a \$7 Copayment per drug or supply when the claim is submitted

(b) Tier 2.

1. When obtained from a Participating Provider, you owe a \$30 Copayment per drug or supply to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge. For Tier 2 diaphragms, cervical caps, and over-the-counter contraceptives, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug or supply. HMSA reimburses you 80% of the remaining Eligible Charge after deducting a \$30 Copayment per drug or supply when the claim is submitted.

(c) Tier 3.

1. When obtained from a Participating Provider, you owe a \$30 Copayment and a \$45 Tier 3 Cost Share per drug or supply. HMSA pays 100% of the remaining Eligible Charge after deducting the Copayment and Tier 3 Cost Share. For Tier 3 diaphragms, cervical caps, and over-the-counter contraceptives, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug or supply. HMSA reimburses you 80% of the remaining Eligible Charge after deducting a \$30 Copayment and a \$45 Tier 3 Cost Share per drug or supply when the claim is submitted.

(d) **Tier 4.** Preferred Formulary Specialty Drugs are covered only when purchased from select providers. Contact HMSA to get a list of these providers. When obtained from a provider on the list, you owe a \$100 copayment per drug or supply to the provider. HMSA pays the provider 100% of the remaining Eligible Charge.

Benefits for Preferred Formulary Specialty Drugs are limited to a maximum 30-day supply or fraction thereof. Your provider may dispense less than a 30-day supply the first time the prescription is dispensed. Your copayment may be pro-rated when a reduced day supply is dispensed for first time prescriptions.

(e) **Tier 5.** Non-Preferred Formulary Specialty Drugs are covered only when purchased from select providers. Contact HMSA to get a list of these providers. When obtained from a provider on the list, you owe a \$200 copayment per drug or supply to the provider. HMSA pays the provider 100% of the remaining Eligible Charge.

Benefits for Non-Preferred Formulary Specialty Drugs are limited to a maximum 30-day supply or fraction thereof. Your provider may dispense less than a 30-day supply the first time the prescription is dispensed. Your copayment may be pro-rated when a reduced day supply is dispensed for first time prescriptions.

(f) **Oral Chemotherapy Drugs.** Benefits for Non-Specialty oral chemotherapy drugs are limited to a maximum 90-day supply or fraction thereof. Benefits for Specialty oral chemotherapy drugs are limited to a maximum 30-day supply or fraction thereof. Your provider may dispense less than a 30-day supply the first time the prescription is dispensed.

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

(g) **Drugs Recommended by the U.S. Preventive Services Task Force (USPSTF).** Contact HMSA for a list of drugs recommended by the USPSTF. Examples of drugs recommended include, but are not limited to, aspirin and folic acid.

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 80% of the Eligible Charge when the claim is submitted.

(h) The Copayment amounts shown in Sections (2)(a) through (2)(g) above are for a maximum 30-day supply or fraction thereof. As used in this Rider, a 30-day supply means a supply that will last you for a period consisting of 30 consecutive days. For example, if the prescribed drug must be taken by you only on the last

five days of a one-month period, a 30-day supply would be the amount of the drug that you must take during those five days. Except for Specialty Drugs, including Specialty Oral Chemotherapy Drugs, if you get more than a 30-day supply under one prescription:

1. You must pay an additional Copayment for each 30-day supply or fraction thereof, and

2. The pharmacy will fill the prescription in the quantity specified by your Provider up to a 12-month supply for contraceptives. For all other drugs or supplies the maximum benefit payment is limited to two more 30-day supplies or fractions thereof.

(i) **Non-Formulary Exceptions.** If your drug is not listed in one of the five tiers and is not excluded in Section VI of this Rider, you may qualify for a Non-Formulary Exception if:

1. you have a condition for which treatment with all comparable formulary alternatives have been tried and failed or

2. comparable formulary alternatives are contraindicated based on your diagnosis, other medical conditions, or other medication therapy.

When prescription drugs become available as therapeutically equivalent over-the-counter drugs, they must have also been tried and failed before a Non-Formulary Exception is approved. You have failed treatment if you meet 1, 2, or 3 below.

1. Symptoms or signs are not resolved after completion of treatment with the comparable formulary alternative at recommended therapeutic dose and duration. If there is no recommended therapeutic time, you must have had a meaningful trial and sub-therapeutic response.

2. You experienced a recognized and repeated adverse reaction that is clearly associated with taking the comparable formulary alternative. Adverse reactions may include but are not limited to vomiting, severe nausea, headaches, abdominal cramping or diarrhea.

3. You are allergic to the comparable formulary alternative. An allergic reaction is a state of hypersensitivity caused by exposure to an antigen resulting in harmful immunologic reactions on subsequent exposures. Symptoms may include but are not limited to skin rash, anaphylaxis or immediate hypersensitivity reaction.

This benefit requires precertification. You or your Provider must provide legible medical records that meet HMSA's policies on medical records and that substantiate the requirements of this section to HMSA's satisfaction.

If you qualify for a Non-Formulary Exception you owe the Tier 3 Copayment and Tier 3 Cost Share for Non-Specialty drugs or supplies or Tier 5 Copayment for Specialty drugs or supplies.

(3) Limitations on Covered Drugs.

(a) Limitations on Prescription Drugs.

1. Products not approved by the U.S. Food and Drug Administration (FDA) are not covered, except those designated as covered in HMSA's Optimal Prescription Formulary (for example Phenobarbital)

2. Compound preparations are covered if they contain at least one Prescription Drug that is not a vitamin or mineral. For compounds made with covered Non-Specialty drugs, you owe the Tier 3 copayment. For compounds made with a covered Specialty drug(s), you owe the Tier 5 copayment. Subject to a and b below:

a. Compound drugs that are available as similar commercially available prescription drug products are not covered.

b. Compound drugs made with bulk chemicals are not covered.

c. Non-FDA approved drugs are not covered.

d. Compound drugs may be subject to compound preauthorization criteria. See **Drug Benefit Management** below.

3. Coverage of vitamins and minerals that are Prescription Drugs is limited to:

a. The treatment of an illness that in the absence of such vitamins and minerals could result in a serious threat to your life. For example, vitamin K to assist with coagulation.

b. Sodium fluoride, if dispensed as a single drug (for example, without any additional drugs such as vitamins) to prevent tooth decay.

(b) **Drug Benefit Management.** HMSA has arranged with Participating Providers to assist in managing the use of certain

drugs. This includes drugs listed in the HMSA Optimal Prescription Formulary.

1. HMSA has identified certain kinds of drugs in the HMSA Optimal Prescription Formulary that require the preauthorization of HMSA. The criteria for preauthorization are that:

a. the drug is being used as part of a treatment plan,

b. there are no equally effective drug substitutes, and

c. the drug meets Payment Determination and other criteria established by HMSA.

A list of these drugs in the HMSA Optimal Prescription Formulary has been distributed to all Participating Providers.

2. Participating Providers may prescribe up to a 30-day supply for first time prescriptions of maintenance drugs and contraceptives. For subsequent refills, the Participating Provider may prescribe up to a 12-month supply for contraceptives and a maximum 90-day supply for all other drugs or supplies after confirming that:

a. you have tolerated the drug without adverse side effects that may cause you to discontinue using the drug, and

b. your Provider has determined that the drug is effective.

(c) This Rider requires the substitution of Generic Drugs listed on the FDA Approved Drug Products with Therapeutic Equivalence Evaluations for a Brand Name Drug. If you choose not to use the generic equivalent, HMSA will pay only the amount that would have been paid for the generic equivalent. This provision regarding reduced benefits shall apply even if the particular generic equivalent was out-of-stock or was not available at the pharmacy. You may seek other Participating Providers when purchasing a generic equivalent in cases when the particular generic equivalent is out-of-stock or not available at that pharmacy.

(d) Except for certain drugs managed under Drug Benefit Management, refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used. For example, for coverage under this Rider, if the previous supply was a 30-day supply, you may refill the prescription on the 21st day, but not earlier. At the discretion of your pharmacist, you may refill your prescriptions for maintenance drugs earlier if you need to synchronize such prescriptions to pick them up at the same time. Your copayment for each prescription may be adjusted accordingly. *Please Note:* Certain limitations or restrictions apply. Please see our Medication Synchronization policy at www.hmsa.com.

(e) There shall be no duplication or coordination between benefits of this drug plan and any other similar benefit of your HMSA medical plan.

(4) HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program.

(a) HMSA has contracted with selected providers ("Contracted Providers") to make prescription maintenance medications available for pickup or by mail. Contact HMSA to get a list of Contracted Providers. Specialty Drugs, including Specialty oral chemotherapy drugs are not available through HMSA's 90-Day at Retail Network or Mail Order Prescription Drug Program.

1. You owe the Contracted Provider an \$11 Copayment per Tier 1 drug, a \$65 Copayment per Tier 2 drug, and a \$65 Copayment plus a \$135 Tier 3 Cost Share per Tier 3 drug. HMSA pays 100% of the remaining charges. For Tier 1 contraceptives, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. Oral Chemotherapy Drugs - Non-Specialty Drugs. You owe the contracted provider no Copayment for non-specialty oral chemotherapy drugs. HMSA pays 100% of the charges.

3. Contraceptives - Over-the-counter (OTC). Benefits are available when you receive a written prescription for the OTC contraceptive. You owe the Contracted Provider no Copayment for OTC contraceptives. HMSA pays 100% of the charges.

4. USPSTF Recommended Drugs. You owe the Contracted Provider no Copayment for USPSTF recommended drugs. HMSA pays 100% of the charges.

(b) HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program Limitations.

1. Prescription Drugs are available only from Contracted Providers. Contact HMSA to get a list of Contracted

Providers. If you receive prescription maintenance drugs from a provider that does not contract with HMSA, no benefits will be paid.

2. Prescription Drugs are limited to prescribed maintenance medications taken on a regular or long-term basis.

3. The contracted provider will fill the prescription in the quantity specified by the Provider up to a 12-month supply for contraceptives. For all other drugs or supplies, copayment amounts are for a maximum 90-day supply or fraction thereof. A 90-day supply is a supply that will last for 90 consecutive days or a fraction thereof. These are examples on how your copayments are calculated:

a. You are prescribed a drug in pill form that must be taken only on the last five days of each month. A 90-day supply would be fifteen pills, the number of pills you must take during a three-month period. You owe the 90-day copayment even though the supply dispensed is fifteen pills.

b. You are prescribed a 30-day supply with two refills. The Contracted Provider will fill the prescription in the quantity specified by the Provider, in this case 30 days, and will not send you a 90-day supply. You owe the 30-day copayment.

c. You are prescribed a 30-day supply of a drug that is packaged in less than 30-day quantity, for example, a 28-day supply. The Contracted Provider will fill the prescription by providing a 28-day supply. You owe the 30-day copayment. If you are prescribed a 90-day supply, the Contracted Provider would fill the prescription by giving you three packages each containing a 28-day supply of the drug. You would owe a 90-day copayment for the 84-day supply.

4. Your prescription will be filled with the generic equivalent when available and permissible by law.

5. Refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used.

VI. EXCLUSIONS

This Rider is subject to all exclusions in HMSA's Guide to Benefits. The Guide to Benefits describes the medical benefits plan that accompanies this Rider.

Except as otherwise stated in this Rider or as designated as covered in the HMSA Optimal Prescription Formulary, no payment will be made for:

(1) Products not approved by the U.S. Food and Drug Administration (FDA).

(2) Agents used in skin tests to determine allergic sensitivity.

(3) Appliances and other nondrug items.

(4) Convenience packaged drugs, including kits.

(5) Drugs dispensed to a registered bed patient.

(6) Drugs from foreign countries.

(7) Drugs to treat sexual dysfunction, except suppositories listed in the HMSA Optimal Prescription Formulary and used to treat sexual dysfunction due to an organic cause as defined by HMSA.

(8) Immunization agents.

(9) Injectable drugs.

(10) Lifestyle drugs and pharmaceutical products that improve a way or style of living rather than alleviating a disease. Lifestyle drugs that are not covered include, but are not limited to: creams used to prevent skin aging and drugs to enhance athletic performance.

(11) Medical foods.

(12) Over-the-counter drugs that may be purchased without a prescription.

(13) Prescription drugs with over-the-counter equivalents.

(14) Replacements for lost, stolen, damaged, or destroyed drugs and supplies.

(15) Unit dose drugs.

VII. COORDINATION OF BENEFITS

The coordination of benefits described in Chapter 9 of HMSA's Guide to Benefits in the section labeled "Coverage that Provides Same or Similar Coverage" is modified as follows:

You may have other benefit coverage that provides benefits that are the same or similar to this plan.

When this plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits. When this plan is secondary, its benefits are determined

after those of another plan and may be reduced because of the primary plan's payment. As the secondary plan, this plan's payment will not exceed the amount this plan would have paid if it had been your only coverage.

Any Tier 3 Cost Share you owe under this plan will first be subtracted from the benefit payment. You remain responsible for the Tier 3 Cost Share owed under this plan, if any.

All other provisions of Chapter 9 of HMSA's Guide to Benefits remain unchanged.

Serving you

Meet with knowledgeable, experienced health plan advisers. We'll answer questions about your health plan, give you general health and well-being information, and more. Visit hmsa.com for directions.

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Pearl City Gateway | 1132 Kuala St., Suite 400

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HMSA Center @ Hilo

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HMSA Center @ Kahului

Puunene Shopping Center | 70 Hookele St.

Monday through Friday, 9 a.m.-6 p.m. | Saturday, 9 a.m.-2 p.m.

Customer Relations representatives are also available in person at our Kauai office, Monday through Friday, 8 a.m.-4 p.m.:

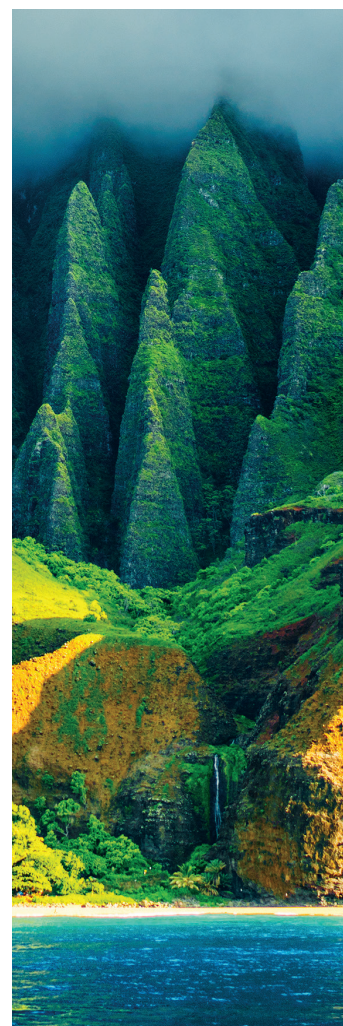
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Caring for our families, friends, and neighbors is our privilege.

