# Sample of Beneficiary Complaints Relating to Mail Order

Sample is based on approximately 1,200 complaints (January 1, 2013 to September 16, 2013) in CMS' Complaint Tracking Module (CTM), 275 grievances from a major Part D sponsor (January 1, 2013 to September 16, 2013), and 925 grievances from a major PBM (from February 20, 2013 to May 20, 2013).

#### Complaints Where Mail Order (MO) Facility Shipped Unwanted Medications

**Complaint**: Pharmacy should have Called Me. Patient filed grievance via letter says we should have checked with her prior to shipping meds.

**Resolution**: Based upon our review, you contacted Customer Service due to not being contacted to confirm an order was in process and to advise the cost of the medications. Our research shows on January 2013, we received a new prescription from your doctor's office for XX and YY. We verified these prescriptions were filled correctly and you were billed correctly based on your plan design. We would like to explain we do not call members to verify if prescriptions are wanted when received or to advise of the cost. We recommend you contact your physician regarding sending prescriptions without your knowledge. Please be advised you may call Customer Service to obtain the pricing on any of your medications. We regret any inconvenience this matter may have caused you.

**Complaint**: Credit Requested Member calling about the medication XX, and ZZ. The member states she does not want the medication because it is the same as the medication CC. The member would like to return the medication. She states she called on 2/25 to have the medication stopped. The order already shipped. Member advised no credit can be provided

**Resolution**: Outbound call to Member. Provided Member with information of new Rx's received as a request to fill. Not our error and no request to stop Rx's from being filled prior to shipping. Advised no refund/credit can be provided. Remaining refills are stopped/cancelled. Resolution: Member requesting refund of amount charged total XX and ZZ. Prescriptions filled correctly as requested. Not our error. No refund/credit is due.

**Complaint**: Member calling to advise that the doctor has changed the dosage on her ZZ medication, she received a 90 day today and is not able to use it. Member stated that she feels she should be able to return the medication and be credited for the copay.

**Resolution**: Spoke with member advised her that plan would not be able to issue a credit for the generic ZZ because she ordered it through a service representative and asked that she send it to her. I also advised that going forward if she knew she would be seeing her physician for a medication check that she may want to consider waiting till she sees the physician before ordering again just in case he decides to make a change. Because once she orders it and its sent to her unless it is our error she will not be able to return the medication or receive a credit.

Complaint: MO Should Have Called Me: Member upset because he was not called before we sent medication.

**Resolution**: Based upon our review, you contacted Customer Service regarding not receiving a telephone call prior to XX shipping out to you. We would like to explain because XX was manually requested to be filled; a telephone call was not required to be made prior to it shipping out. We regret any inconvenience this matter may have caused you.

**Complaint**: Member upset because received medication he/she did not order: Pharmacist Counseled: caller is upset by MO not aware that the Rx was posted under the wrong account. She feels her information should have been checked thoroughly before processing the prescription. Feels this is very scary and this can become a real problem, this needs to be checked into. There should be another procedure or a way of checks & balances to ensure the correct person is posted and insists on a follow response.

**Resolution**: Outbound call made at 11:29am. I informed the member that the error was made by a data entry technician not verifying the appropriate information before entering the prescription. I informed the member that the technician has received coaching regarding this issue.

**Complaint**: Member upset because received medication he/she did not order: Member Advised: Member called because she received medication she did not order. Member wanted to return medication for credit, but caller advised no MO error and no credits or adjustment are due.

**Resolution**: I advised member no credit would be due.

Complaint: Member upset because received medication he/she did not order

**Resolution**: Patient stated that we sent him too much medication and was willing to send the medication back. I explained that the order was filled correctly based on what the doctor requested. Patient stated that there was a letter sent to him stating that we sent too much. I explained the letter was advising that the supply sent was a temporary supply and the next fill may not be filled if a coverage review is not done. Stated he would not use the medication in the future, I suggested he speak with his doctor regarding the drug.

**Complaint**: Member is calling regarding a prescription he received for a quantity of only 30 from February. Member is stating that he never requested a new prescription to be sent.

**Resolution**: Outbound resolution call, spoke with patient and advised that per prescription for XX Capsules was filled correctly as a 30 day supply. Per member's request cancelled prescription and remaining refills and sent a copy of the prescription for the member to take and discuss with Dr.

Complaint: Member upset because received medication he/she did not order

**Resolution**: Based upon our review, you contacted Customer Service regarding receiving a letter advising a Prior Authorization for coverage was approved for XX. You stated you did not order this medication. Our research shows a new prescription for XX was received electronically from your physician on March 2013. We determined this prescription was filled as prescribed by your physician and a credit is not applicable. We recommend speaking with your physician about this prescription. Additionally, this prescription was cancelled to prevent any remaining refills from being shipped.

**Complaint**: Return Medication for a Refund: Member's doctor sent in the wrong correction. Member wants to return it since he did not order it and he cannot use it. Member advised there was no MO error so we cannot take it back. Member does not agree and wants to call his credit card company and have the charge disputed. Member wants us to take it back and reimburse him since it was a doctor error.

**Resolution**: Based upon our review, you contacted Customer Service because you received a medication you did not authorize to be dispensed. Our review shows a prescription for XX was received via facsimile from your physician's office

on February 2013. The order was processed as prescribed, assessed the appropriated plan copayment, and shipped from your mail order pharmacy on February 2013. We would like to explain, when a prescription is processed correctly, we consider the charge valid. Please know you may contact Customer Service to check order status, to stop an order from being dispensed, check drug coverage and pricing information. As your plan's mail-order pharmacy, MO is required to process valid prescriptions when received. Once a medication has been dispensed correctly, we are unable to accept the medication back for the purpose of a credit.

**Complaint**: MO Should Have Called Me: Member filed a grievance stating that he should've been called before his order processed.

**Resolution**: Based upon our review, you contacted Customer Service pertaining to not receiving notification prior to the dispensing of XX. As your mail order pharmacy, we will process and dispense valid prescriptions received for medications covered under your plan. We will not contact members prior to shipping unless the order cannot be processed due to an account receivable or address verification related issue.

**Complaint**: Member upset because received medication he/she did not order.

**Resolution**: Based upon our review, you contacted Customer Service regarding receiving a medication you did not order. Our records show we received a prescription for XX on February 2013. This prescription was received via facsimile from your physician. Please be advised if our pharmacy receives a prescription from the doctor, either by telephone or facsimile, it is considered a request to process and fill.

**Complaint**: Mr. AA recently received BB and CC medications were on MO and released from pending. Medications were pre-selected in earlier month. Physician will be changing the therapy on the BB and member has more than enough of the CC on hand already. Member stated he will not pay for the meds b/c he did not ask for them. Advised member if he was on MO he has to notify us prior to us shipping his meds of any changes. Caller not satisfied. Offered verbal complaint and caller accepted.

**Resolution**: Based upon our review, you contacted Customer Service requesting to return your BB and CC for a refund. Our research shows your BB and CC were enrolled in our MO program. On March, 2013 we made a phone call to you advising we had received the renewal faxes from your physician and the estimated shipping date of the order. We did not receive any notification to stop the order before it shipped on March, 2013. We have determined that your medications were filled correctly and we are not able to accept the medication back for a refund. At your request, both prescriptions have been removed from the MO program effective March 2013.

**Complaint**: Patient received an order for MM did not order this medication, Confirmed this was sent in via fax from doctor. Patient states did not receive communication regarding this order & is upset w/copay amount also being charged to credit card on file. Patient wants to send order back & get refunded, explained no error in MO dispensing of medication due to Rx being in sent from doctor's office. Patient wants to make a complaint/grievance.

**Resolution**: explained to member that no credit will be given due to no MO error. Advised member that medication cannot be returned either. Explained to member that Rx was sent in by the doctor in error. Also advised member that a ticket has been submitted to see why she did not receive calls prior advising her of the order processing and shipping.

**Complaint**: Unwanted dispensing.

Resolution: Based upon our review, you contacted Customer Service regarding the dispensing of NN which you did not authorize to be dispensed. On February 2013, we received the prescription from your physician's office. We have verified on February 2013, a confirmation email was sent to you to advise you the medication would be dispensed and provided and estimated shipping date. Because we did not receive a request to cancel the order from you or your physician, the order was processed correctly as prescribed, assessed the appropriate \$xxx copayment, and shipped from your MO pharmacy on February 2013. On February 3013, we received another prescription for DD. On March 2013, a facsimile was sent to your physician's office for clarification of which drug should be dispensed. Your physician responded on March 2013, advising MO to void the NN prescription and dispense DD. As a result, your order for DD was processed correctly as prescribed and shipped on March 2013. We have reviewed your telephone call history and have determined you were advised MO could not guarantee your medications order could be cancelled as you requested while in the processing stage. We would like to explain, outbound calls are considered a courtesy and are not required as part of the pharmacy procedures. As your mail order pharmacy, MO is required to dispense valid prescriptions when received and your plan does not require notification.

**Complaint**: Member wrote a letter addressed to the CEO regarding an order of AA he received and was charged \$xxx. He said he had not ordered the medication as he has 15 months of medication on hand and wants a credit.

**Resolution**: Based upon our review, you contacted Customer Service regarding an order of AA received. Our records indicate on December 2012, AA was enrolled in the MO program. The MO is a feature that will allow refills of certain medications to be automatically processed on the refill date provided by our system. Our records show AA was released to be dispensed on February 2013. We did not receive a request to stop the dispensing of the prescription or a request from the doctor's office to cancel the prescription prior to the shipping date of February 2013. As a result, we consider the charge incurred for dispensing the medication valid. We would like to explain when a prescription has been filled appropriately, the medication cannot be returned for credit. We recommend in the future, if your prescriptions change or you no longer need a medication, please contact Customer Service at the telephone number listed below for assistance. Your prescription for AA was disenrolled from the MO program on February 2013.

**Complaint**: Provider sent in a script for AA, member was not contacted regarding the expensive charge, and medication was sent. Member wants to return the medication since he did not consent but is being told that MO would not accept return.

**Resolution**: MO was contacted to review member's account details. No notes on account show that member was to be notified before charges were made for a specific amount or otherwise. Order was filled and shipped per MO policy. Notes are now on member's account to prevent any shipping of medications without member's prior knowledge and anything over \$xx needs permission to be billed on credit card. No return of medication will be authorized.

**Complaint:** Member is concerned that they only authorized a one-time charge to their account, however, the next order was automatically charged as well. Member is on limited funds and needs to decide when refills can be afforded. Member has requested that their credit card information be deleted after being used.

**Resolution:** MO removed the member's credit card information on file, as requested.

**Complaint:** Member is complaining about wanting to return medication to MO. Member stated medication was mailed without their authorization and would like to return it and receive full credit.

**Resolution:** Informed member that we received five new prescriptions from her physician via electronic prescription. Four of the five medications were too soon to be refilled so we filled the one medication. Informed member that no pharmacy

error occurred; therefore, a return label cannot be issued to return medication. Member also advised if they do not wish their prescriptions to be filled, they must specify in profile when sending prescriptions.

**Complaint:** The member expressed he would like to return his medication, totaling \$xxx. It does not help him breathe easier and he is on a fixed income. The member further expressed he had an expensive drug mailed to him in the past so he had his record noted "not fill any prescription without my consent". The member is requesting for the plan to allow him to return the medication as well as prevent any further shipments without his consent.

**Resolution:** The doctor authorized the medication per member's request. In 2009 a note was placed on the member's account not to charge credit card without authorization and the credit card was not charged for the medication. A new note has been placed on member's account in 2013 stating not to send out any prescription unless requested by the member specifically. The prescription was processed per procedure, as written by the physician therefore a return label cannot be issue for return of the medication.

**Complaint:** Member is not satisfied that a medication with a high copay was sent without her consent.

**Resolution:** MO will not reverse the prescription or waive copay due to prescriber's errors. Explained that MO must fill the prescription as originally written by the prescriber. Informed member they would add a note to her account to indicate she must approve medication shipments going forward. Informed member that member can apply for assistance with State Medicaid Agency or Social Security if eligible.

**Complaint:** Member is concerned because he was not informed of the cost of a medication before it was shipped, and does not want to pay for the medication, and would like to return it and have the outstanding balance removed from his account.

**Resolution:** Resolution letter explained to the member that his prescriber sent in an eScript and the order was shipped and billed. The copayment due was less than the amount that requires a phone call to the member for authorization. The letter also explains that MO has authorized a return of the medication, and once received back at MO, they will reverse the charge and he will not be responsible for the balance on the account.

**Complaint:** Member states he did not order medication and he was billed.

**Resolution:** MO received an eScript from the member's provider (copay of \$xxx). The letter goes on to state that MO cannot accept a return of the medication. Member was notified that they can contact MO to place a note on their account to be contacted prior to shipping any orders.

**Complaint:** Member is concerned because she asked MO not to send any more medication and they did 50 days early.

**Resolution:** The letter to the member explained that an order was received from the prescriber and shipped prior to communication from the member not to ship medication without consent. The letter also explains that the claim for the medication shipped was reversed from the account and there is no longer a balance due.

**Complaint:** Member states that medication was sent and billed without her consent or request, would like to send the medication back. Refund requested for copay charged.

**Resolution:** MO received one new prescription from the doctor however there is a note on the member file to call and confirm before medications are sent. MO will send out a return label and once medication is returned claim will be reversed and credited back to card.

**Complaint:** Member received a fill for a prescription they did not want. Member is seeking reimbursement and will return medication.

**Resolution:** The letter provides the timeline because the member already returned the medication and the claim was reversed. A refund check will be received within 4-6 weeks in the amount of \$xxx.

**Complaint:** The member's doctor ordered AA without member's knowledge and member requested to return medications and receive a credit on the account.

**Resolution:** The order met the credit hold guidelines, so it was shipped to the member. Since there weren't any errors made by MO, the member will not be allowed to return the medication or receive a refund.

**Complaint:** Member received a medication they did not want and had called MO to cancel. MO representative did not document the conversation and the drug was never cancelled. Member is requesting cancellation and refund.

**Resolution:** A return label was sent to the member to return the medication. Member was informed that the issue was forwarded to MO regarding customer service experience. Refund will be processed once the medication is returned by the member.

**Complaint:** Member states he told MO 3 months prior to phone call not to send any medications until he tells them to send them, alleging that MO sent him refills anyways. When he called to have scripts filled he was told that 3 were unavailable even though member states he watched his doctor send 4 scripts to MO.

**Resolution:** Contacted MO, was told on April 2013 there was an order for 4 medications shipped on April 2013 and delivered on April 2013. There is a note on the account advising medications are not to be shipped without member's permission. Member was not contacted to confirm the shipment and a coaching has been sent to the processing technician. An apology was sent.

Complaint: Member is concerned that MO is repeatedly sending prescriptions that she has not requested.

**Resolution:** The Part D sponsor contacted MO and spoke with a Supervisor, who stated she would research the issue and call the member back. The Supervisor provided their direct line for the member to call. The Part D sponsor offered to help the member find a local pharmacy to use, the member declined and stated they had an in network retail pharmacy in mind. The letter explained to the member that any time a price check is done by a pharmacy, it will appear as a reversed claim in claims history. The letter confirmed that trial claims had been processed but no medications had been shipped

**Complaint:** Member is concerned about receiving calls regarding refills. Member wants a refund for a medication she received after she had requested to have it cancelled. Also wants to have two other prescriptions removed from her account.

**Resolution:** The member was added to the do not call list, and a note was added to their account to obtain approval prior to shipping any medication. The claim for the medication that should have been cancelled was reversed and a refund was processed for the member. The requested medications have been discontinued on the member's file. Information was also provided to MO regarding these concerns.

# <u>Complaints where Beneficiary Preferred Generic Medication, but Brand was Shipped (Reason was that Dispensed as</u> Written was Accepted by Mail Order Facility)

**Complaint**: AA was marked Dispensed as Written (DAW). We filled and shipped as requested. Member takes the generic only. He requested an adjustment.

**Resolution**: Made outbound call to member. I advised that AA was received on February 2013 no substitution for the generic was not allowed due to the prescription being marked DAW. I apologized to member as a courtesy credit cannot be given on Medicare D account and I advised the prescription was filled correctly as written. I also advised of the call made to MO from Doctor Office. I advised on the call we stated the doctor did send in the prescription in electronically marked DAW in error. I advised member a prescription for BB prescription was received on February 2013 by Point of Contact and will release on April 2013 and the prescription for CC was cancelled on February 2013. Member had no other questions or concerns.

**Complaint**: Member is very upset that he cannot receive a refund on a brand name medication the he requested the doctor write as "DAW." He later discovered that the generic is cheaper, and wants to return the brand for a refund. I advised that because the brand Rx was filled correctly as he originally requested, we are unable to take the medication back.

**Resolution**: Based upon our review, you contacted Customer Service requesting to return your DD for a refund. Our research shows we received a prescription via MO for DD which indicated dispense as written (DAW) for the brand product. The prescription was process correctly for the brand medication as prescribed, and assessed the appropriate copayment. As a result, we are unable to accept the medication back for a refund. On March 2013, your physician called in a new prescription for the generic medication EE. The prescription was processed as prescribed and shipped on March 2013. We recommend contacting Customer Service to obtain pricing or drug coverage information prior to placing an order.

**Complaint**: Member upset because received medication he/she did not order. Member upset that MO filled brand med when doctor and patient expected generic. Both med names listed on RX and Rx was daw'd. Dr/Patient advised that due to generic name listed first that should have been filled. Patent paid a higher copay due to brand filled.

**Resolution**: Based upon our review, you contacted Customer Service pertaining to receiving the brand medication AA, instead of the generic medication BB. Upon review, our pharmacy verified the prescription received from your physician indicated BB Tablets; as well as, the "dispense as written" (DAW) line was signed by the physician. Based on this, we determined the brand medication was dispensed correctly and a credit is not applicable.

**Complaint:** Member sent in a prescription to MO for AA and expected the generic to be filled but when received medication it was brand name AA. Member feels that since there's no reason why brand was provided they should be refunded \$xxx and can return the unopened AA for the generic AA.

**Resolution:** MO contacted about why prescription was dispensed as brand AA. Member told no errors on MO behalf and MO will not reimburse member or issue a return label. DAW removed from member account.

**Complaint:** Member is disputing being charged for a medication that she verbally refused when contacted by MO since she wanted generic only and cannot afford the bill.

**Resolution:** Member was told what happened with order and told medication could be returned. Once returned, claim will be reversed and account will be adjusted.

**Complaint**: MO Should Have Called Me: Patient upset she received the brand medication and charged the brand copay when generic should have been sent. Advised patient that MO requested generic from the dr. and dr. responded via e-prescription for the brand - .brand was shipped and no MO error. Patient refuses to pay balance and has been advised she cannot be credited. Patient requested grievance to be filed.

**Resolution**: Patient filed grievance via phone patient upset that medication was shipped for the brand name when she requested the generic and she was not notified of the change. A renewal request for the AA was sent on February 2013, doctor denied this request and sent in new prescription via e-prescribed on February 2013. Doctor requested brand XX with a dispense as written. I explained when a prescription is sent to a doctor and he makes any changes we adhere to those changes, we do not contact the patient to ask if this is what they would like filled. I advised I could send a suggestion as a courtesy, to see if an outbound message could be done to update the pt. I apologized the dr requested the brand to be dispensed on her behalf, the order was filled correctly. Patient has already paid for the brand of \$xx, advised no credit due.

# Complaints Where Beneficiary is Charged Higher Cost Share Under MO than Would be Required in Retail Setting

**Complaint**: Plan Copay; 30/90 day supply: Member upset that he received a 30 day supply of medication and was charged for a 90 day supply.

**Resolution**: On March 2013 a prescription for XX was received. The prescription depicted a 30 day supply. The prescription was processed and shipped on March 2013. The medication was filled according to the prescription. There was no MO error.

**Complaint:** Plan Copay; 30/90 day supply: Escalated: Spoke with member regarding his order that should have been for a 90 day supply. Rx was written for 30 day supply, and his copay remains the same.

**Resolution:** Based upon our review, you contacted Customer Service after receiving a 30 day-supply of YY and being charged the copayment for a 90 day-supply. Our research shows the renewal request was sent to your physician April 2013, for a full 90 day-supply. However, this request was cancelled by your physician with a message that a different prescription would be sent. We received a new prescription April 2013, for a 30 day-supply of YY, which shipped April 2013. A pharmacist verified it was filled correctly and you were charged the correct copayment of \$xx. Your plan has a set copayment regardless if you obtain a 30 day-supply or 90 day-supply of this medication through mail order. We have confirmed the 30 day-supply prescription is now stopped. Your physician may send in a new prescription for the full 90 day-supply.

**Complaint**: Plan Copay; 30/90 day supply: Caller Hung Up: Patient feels that our telephone system is the worst there ever was. Patient is still upset because one for his medication was written for a quantity of 2 for a 60 day supply and was charged \$xx dollars. This same medication for a quantity of 3 for a 90 day supply is also \$xx. Pt feels like he is being over charged, since it is the same price. Gave the patient the appeals information was trying to connect the member could not stay on the line he said that he was going to call.

**Resolution**: Spoke with member advised him that prescription was filled correctly. Member stated that he spoke with a representative yesterday and was advised of what his plan design is in regards to days-supply and it being charged a flat copay regardless of days-supply.

**Complaint**: Return Medication for a Refund: Patient did not order medication KK which was in MO program but insists she did not order any and did not want in MO. Wants a credit of the \$xx and wants meds returned to MO. Please call patient.

**Resolution**: Outbound call to member. I was able to confirm member filed grievance because she wanted to return a medication for a refund. I was able to advise member that under the benefits in 2012, the prescription was enrolled in the MO program. The order was dispensed at the appropriate refill date. I advised that no credit for \$xx\$ is due.

### **Complaints that Medications Shipped to Incorrect Address**

**Complaint:** The member is dissatisfied with having to pay an additional copay for obtaining a temporary supply of medication after MO shipped his medication to the wrong address.

**Resolution:** Sent letter explaining that an error was made regarding which address to ship the member's medication to. A refund of the retail copay incurred for the temporary supply was given to the member's account as well as a refund of the copayment for the delayed medication.

Complaint: Member would like a refund for her prescription that was delivered after she was out of town.

**Resolution:** A new prescription was sent in by your doctor with your [summer] address. Your medication was shipped to your primary address as there was no note on your account indicating a change to your [winter] address. Your daughter called us to let us know that the order that was shipped to your [summer] address was outside in the snow and rain for nine days and she would like to return it. A return label was sent and the medication was returned. A refund of \$xxx was made to the member.

**Complaint:** Member states that order was delivered to the wrong address, member does not want to use MO for future orders.

**Resolution:** MO informed member that there was an error by the shipping company in delivering the order to the wrong address. MO reshipped the order upon receipt of the members police report of lost/stolen package. Lost stolen override was used but member is requesting a refund for the item not received. MO is currently doing further research for options to waive copayment.

**Complaint:** Member states her order was shipped to the incorrect address twice and that she was able to get her shipment from her old neighbor.

**Resolution:** Advised the member that the previous representative will be coached as the representative did not verify the address with the member when processing the order.

**Complaint:** Member states her doctor faxed her prescription to MO and she was informed it will take 7-10 business days, on day 11 she is still waiting for the medications. Additionally, member is complaining MO mailed the prescription to the wrong address, even though she called MO 5 times to give them her new address. New prescription was faxed in, the member called MO and explained the address issue, was told they will mail overnight as a courtesy. She was then called a few days later and told she owed \$12 for the overnight shipping charge.

**Resolution:** Change of address concern is addressed in the letter and explained as a one-time occurrence. Multiple delays are explained throughout the letter, by medication, informing the member the reasons for delay. Feedback to provide training/coaching to representative for failing to update shipping address as requested. One order will be resent. Informed member there was a delay due to past due balance and there is no credit card on file. Also, informed that if there is a delay member can fill at a local pharmacy.

#### **Complaints of Unexpected Delays**

**Complaint:** Members is concerned about a delay in receiving their medication and asked that we overnight because she was out of medication.

**Resolution:** Prescription was on a verification hold, and a backlog occurred. Order was shipped to member, and there was a Post Office issue that further delayed the medication. Apologized for inconvenience.

**Complaint:** Member is concerned with the delay in receiving her medication. Received letter from MO indicating refill too soon. Member indicates this is not possible since she has never received medications from MO. Due to this error she was without meds for two weeks.

**Resolution:** The complaint was sent to Quality of care Department.

**Complaint:** Member doesn't understand the costs he paid at retail for a temporary supply because MO didn't have his meds in stock.

**Resolution:** When member order the drug he was told by MO that they were out of stock. Member went to local pharmacy and filled the medication and was given a discount. MO is filling member's order for a 90 day supply and is sending it overnight delivery complimentary.

**Complaint:** Member's prescriptions were supposed to be sent by overnight delivery but weren't. Member had gone two weeks without medication.

**Resolution:** Issue forwarded to MO for review and coaching. Provided timeframe of when prescriptions were received via online ordering and then returned. Claims had been reversed. Medications were shipped overnight at no charge. Explained processing errors with AA and reversals of claims due to the errors. Apologized for inconvenience.

Complaint: Member's wife contacted MO to renew AA but was told it was out of stock for the next 7-15 days. The next day, the member's wife contacted MO and was told AA was not out of stock and the order was placed. She confirmed later that day with a supervisor that the order was placed. Six days later, the member's wife contacted MO to check order status and was told medication had been out of stock. Order was now placed. The next day, Member's wife called to confirm order status and was told rush order was shipped [yesterday] and they should receive it [5 days later]. Wife is concerned that rush order takes so long.

**Resolution:** Advised the member's wife that her concerns were forwarded to MO management for review. (1) Advised member's wife that order was placed and once medication was available, the order would be processed. (2) Advised member's wife that information provided to her was incorrect and agent will be coached. (3) Advised member's wife that even though the order was submitted as RUSH, the shipping method wasn't changed to accommodate the RUSH. Advised member's wife when order was shipped and provided tracking #.

**Complaint:** Member expressed dissatisfaction with delay in receiving her medication refill. She received a voicemail message advising her medication would be delivered in a week, a few days later she received another message advising it would arrive in three days. When member called, she was told it was sent to [retail pharmacy] in the next city. When member went to [retail pharmacy], she ended up paying \$135 out of pocket. The member is seeking refund of \$122 that they paid to MO.

**Resolution:** There was a delay in filling the prescription as member's provider didn't respond to the initial refill request fax. The provider responded to the fax request after the member filled the prescription at [retail pharmacy], and therefore MO couldn't process the order as it was too soon to refill. Member was not charged because medication couldn't be filled. Since there was no fault or delay on behalf of MO, the member was not reimbursed her retail co-payment.

#### Complaints where Beneficiary Directed to Mail Order

**Complaint:** Member was at pharmacy today - Medication would not go through. Pharmacy called Part D plan and a plan representative stated that you are only a mail order. Client is without medication.

**Resolution:** Confirmed that he is actively enrolled in plan systems. I apologized for any inconvenience he experienced. I explained that the plan attempted to reach his [retail] pharmacy at 5:50pm, but they are currently closed. I advised that he can access his medication tomorrow when the pharmacy re-opens. I provided my name and direct number to call with any additional questions or concerns.

**Complaint:** The [retail] pharmacy is telling the beneficiary that her Part D card is not working. The [retail] pharmacist is also telling the beneficiary that she can only use her card for MO refills only that her card is not to be used at the store.

**Resolution:** The member indicated that her [retail] pharmacy was able to adjudicate her prescriptions yesterday and she has the medications that she needed. She states that she has her insurance card and has no other issues. I apologized for the issues related to her not getting her medications timely and the issues related with trying to speak to someone at our call centers.

#### **Other Complaints About Mail Order**

**Complaint:** The member expressed dissatisfaction regarding the charge for her medication. She received the prescription at the beginning of December but it was not submitted for processing until the end of the month due to a delay with her provider's office. She called about the order and was quoted a price of \$xx but expressed she did not want it that price as the cost of mediation would change in the new year. In January, the member received the medication and called to inquire about it. She was told she did not cancel the prescription. The member states the label shows that the prescription was filled on January 2nd, therefore she should be charged the new price for 2013.

**Resolution:** MO reversed member's claim for December 2012 and re-billed the claim for date of service January 2013. Claim is now applied to member's 2013 plan benefits. A Credit of \$xx has been applied to member's account.

**Complaint**: MO pharmacy Should Have Called Me. Member calling about cost of ZZ & PP. He said he was shocked at the copays of \$xx each. He is upset because we will not take the medication back. He said he rec'd email stating prescription being processed but it did not state the cost of the meds.

**Resolution**: Based upon our review, you contacted Customer Service regarding not being advised the cost of your medication. Our research shows prescriptions for ZZ and PP were received April 2013. On April 2013, we contacted you to advise the order had been received. Additionally, shipment confirmation emails were sent on April 2013, and April 2013. You may contact Customer Service or visit our website to obtain pricing information. You may also include a note requesting to have your prescriptions placed on hold until you are contacted regarding the cost.

**Complaint:** Member was sent and billed for medication that was not received, the copay for the medication was incorrect, per the member, and she made several attempts to have bill corrected.

**Resolution:** MO placed the drug on hold for "drug refill too soon". The tech billed the prescription to the cash price in error and released the hold from the order and the drug was sent to the incorrect address. MO resent order to corrected address, reprocessed claim and the copay of \$xxx has been reversed and rebilled for the correct copay. Member is now being billed for YY.

**Complaint:** Member is not satisfied that medication was paid to be overnighted but medication was sent via standard mail.

**Resolution:** MO refunded member the shipping cost and provided coaching to the pharmacy technician in regards to properly adding shipping charges.

**Complaint:** The beneficiary is filing a complaint against Part D sponsor. Member did a MO 90-day supply that would've been \$5.00 but instead of taking out \$5.00 MO charged \$500.00. So she spoke with a supervisor and was told she has to wait 72 hours to get money back.

**Resolution:** Called and spoke to the member and apologized for the error. Explained on mm/dd/yy a Customer Service Agent (CSA) with MO processed a refill for XX. The CSA accidentally preauthorized \$500.00, rather than \$5.00. The order was cancelled, and the preauthorization was reversed. The member confirmed the account was credited.

Complaint: Husband and wife members were charged extra \$xxx for 90-day supply of medications since members were in the donut hole. MO sent refills without the members ordering. Member states that he and his wife had no refills left on prescription so they needed to go to prescribing physician to get renewals, which they did in mid-December. Member's wife contacted MO to check status of order and there was an issue with the member's order. MO stated that the issue on the member's account should be straightened out by the end of the month. The member's wife received her prescriptions on late December, and the member received his in early January. The member found the charge when he received his credit card statement. Both member and his wife were charged the donut hole amount. Member states that he and his wife did not authorize or order early refills and are requesting a credit of \$xxx, which is the difference of the coverage gap charge and what they would have had to pay after 1/1/13.

**Resolution:** Advised that complaint was forwarded to MO for review. Advised that MO received the new prescriptions from their provider in mid-December. Advised the member that MO's policy is to process a prescription once received unless otherwise instructed. Advised member that claims can't be reprocessed with 2013 benefit since the claim was processed in 2012. MO is unable to rebill 2012 charges to member's 2013 plan benefits since order was shipped in 2012. **Complaint:** Member is requesting to cancel account with MO due to poor service. Member sent previous grievances to Part D sponsor without receiving responses. Member sent prescription for AA but received BB and two other medications not ordered. Member contacted MO and was told two different things. Then he was sent the correct prescriptions and that he can just throw the medications away.

**Resolution:** Forwarded issue to MO for review. Member's prescriptions were refilled and mailed according to schedule. Check number for \$xx was posted to members account. A return label was also shipped to member as a response to the written complaints to MO.

**Complaint:** Member complained that when they signed up for the plan that her medication would be covered with prior authorization. Member has severe pain and has been on the medication for 5 years. Her physician put in an authorization but the medication was denied. Physician was on phone with MO three hours for this issue. Between [2 weeks] member had spent over 22 hours on hold waiting to speak with someone who could tell her why the medication was not being supplied. Member was told on 2/25 that the order had been processed and was being shipped. Order still not received as of 3/4. Member stated they were retaining an attorney and may have to go into the hospital at \$13,000 day. Member complained that her physician sent in a bill for \$1500 for 3 hours worth of her time waiting on hold for MO.

**Resolution:** Letter advised prior authorization was obtained and member can receive the drug at a tier 5 copayment. As Part D sponsor does not reimburse for time or inconvenience (time the physician put in on to call MO) we are unable to reimburse the fee of \$1,500.

**Complaint:** Member was concerned about being sent a generic for AA and was not notified. Member requested a 90 day adjustment for the medications that were not used.

**Resolution:** Explained mail order policy of sending generics if brand name prescriptions are not requested by the member or prescribing physician. Explained MO would not allow an adjustment.