



	<b>MEDGUARD</b>	<b>MEDefense Plus</b>
<b>Coverage:</b>	\$25,000 *	\$250,000 / \$500,000 / \$1,000,000
<b>Deductible:</b>	\$ 1,000	\$ 1,000 (MEDGuard Primary)
<b>Co-Payment:**</b>	20%	20%
<b>Notification Period:</b>	30 Days***	60 Days
<b>Policy Period:</b>	Calendar Year	Calendar Year

<b>Coverage Agreement:</b>	Legal Expense	Legal or Audit Expense and/or Fines or Penalties
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**Policy Conditions Relating to:**

- Billing Errors Proceedings
- Disciplinary Proceedings
- HIPAA Proceedings
- Consolidated Proceedings

**Explanations:**

Disciplinary Proceedings: Disciplinary Proceedings shall mean and shall be limited to:

- a) Proceedings instituted by the California Medical Board or the Osteopathic Medical Board of California against an Insured Member for unprofessional conduct; or
- b) Proceedings instituted by the State Department of Health Services or the Federal Department of Health and Human Services alleging Medicare/Medicaid fraud and abuse by an Insured Member or performance of medical services by an Insured Member in excess of, or in violation of, guidelines for appropriate utilization of said services. Benefits under this subparagraph shall be payable solely for allegations relating to medical services performed on or after January 1, 1998.
- c) Proceedings instituted by the state or federal governmental entity alleging one or more violations of the Emergency Medical Treatment and Active Labor Act.
- d) Civil proceedings instituted against the Insured Member by a federal or state regulatory entity alleging violation of HIPAA privacy regulations.

\* MEDGuard covers Legal Expense only. Please read your policy for more details.

\*\* Co-payment waiver: Upon receiving notice from the Insured Member of an Insurance Event, Underwriters will provide a list of panel counsel to the Insured Member. If the Insured Member retains counsel from the list of panel counsel to defend the Insured Member in connection with an Insured Event, Underwriters will pay 100% of legal expense excess of the deductible up to the Maximum Amount reimbursable, less any amount previously reimbursed or reimbursable. Please read your policy for more details.

\*\*\* The Insured Member shall notify Underwriters as soon as practicable after the date of an Insured Event being instituted, but in no event later than 30 days after the end of the Certificate Period. Please read your policy for more details.

**The above explanations are for summary purposes and not to be construed as binding. Please read your policy!**