

MEDICAL BILLING REGULATORY

Medical Billing Regulatory Insurance provides legal and audit expense reimbursement as well as coverage for fines and penalties associated with medical billing errors, or violations of HIPAA, EMTALA or STARK.



INSURABLE COSTS INCLUDE:

- Legal Expenses (approved legal fees incurred in defense of a billing error, HIPAA, EMTALA or STARK Proceeding)
- Audit Expenses (expense arising out of a billing error, HIPAA, EMTALA or STARK Proceeding, *including* pre-approved Shadow Audits performed as part of a policyholder's defense)
- Fines & Penalties (multiplied or punitive damages are excluded)

CO-PAYMENT PROVISIONS

- 25% Co-payment provision if Insured selects their own counsel
- 0% Co-payment provision if Panel Counsel is selected (list of Panel Counsel available upon request)

BILLING ERRORS AND/OR HIPAA, EMTALA, STARK

PROCEEDINGS CAN BE INSTITUTED BY:

- Qui Tam Plaintiff (Whistleblower)
- Government Entity (State or Federal)
- Commercial Payor
- Voluntary Disclosure by the Named Insured



CONDITIONS FOR REIMBURSEMENT

- Voluntary Disclosure – Insured must establish that the circumstances giving rise to the disclosure became known fortuitously and subsequent to the policy inception.
- Shadow Audit – expenses must be pre-approved by Insurer. Underwriters will not unreasonably withhold their approval.
- Fines and Penalties – Reimbursement, particularly in the event of a settlement, is strictly subject to consent by Underwriters. Underwriters will not unreasonably withhold their consent.
- Legal fees – subject to Co-payment provisions

Note: Actual payments by the Insured for legal or audit expenses is not a condition precedent to Reimbursement

LIMIT OF LIABILITY

Policy limits are available from \$1,000,000 to \$5,000,000. Please note that the Limit of Liability *includes* all legal costs associated with defending Claims/suits.

MINIMUM PREMIUM

- \$4,000 for individual physicians;
- \$10,000 for Entities (i.e. facilities, billing/management companies, medical equipment suppliers, etc.)

KEY EXCLUSIONS:

1. Expenses incurred disputing this policy. (*Underwriters will not pay the cost incurred by the policyholder to dispute this policy.*)
2. Actions instituted by the Insured (*Voluntary Disclosure and Qui Tam (whistle blower) are exceptions*)
3. Criminal Prosecution.
4. Incidents where the Insured had or should have had Prior Knowledge
5. Multiplication of Damages.
6. Unapproved Shadow Audit (*any Shadow Audit must be approved by Underwriters prior to commencement; otherwise, the Insured will bear the entire cost of the audit.*)
7. Professional Liability claims excluded (*particularly malpractice related claims will not be covered by this policy.*)
8. Restitution (*Insured must return any overpayment to the payor if such overpayment is determined.*)
9. Unapproved consultant expenses (*Insured can not incur expenses without prior approval from Underwriters.*)
10. Contractual Liability. (*Underwriters are not responsible for any Liability assumed by the Insured in a contract.*)
11. Billing Errors for medical services not provided by the Insured (*this exclusion is amended for billing companies and other organizations not directly involved in the delivery of medical services.*)