

**If you are or were covered under Medical Expense Coverage (see definition below) issued by Nationwide/Allied (see definition below), which are often referred to as “Nationwide Insurance” or “Allied Insurance”, or you provided medical services to such a covered person, and**

**If your medical charges submitted from December 1, 1992 through November 8, 2007 were paid by Nationwide/Allied in an amount less than the full amount charged,**

## **YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT**

A settlement has been proposed that would resolve four class action Lawsuits about medical bill review and reduction by Nationwide/Allied.<sup>1</sup> The proposed settlement is in the cases of *Yolanda Garza v. Nationwide Mutual Insurance Company, et al.*, District Court of Nueces County, Texas, 148<sup>th</sup> Judicial District, Cause No. 02-06322-E (the “Garza Action”); and *Macaela Cashman v. Allied Property and Casualty Insurance Company, et al.*, United States District Court, District of Arizona, Case No. 05-415 (the “Cashman Action”). Also being settled are two cases pending in the Circuit Court, Third Judicial Circuit, in and for Madison County, Illinois: *Mark J. Eavenson, D.C., d/b/a Multi-Care Specialists, P.C. v. Allied Property and Casualty Insurance Company, et al.*, Case No. 03 L 1469 and *Gerald H. Bemis, Sr., D.C., et al. v. AMCO Insurance Company, et al.*, Case No. 04 L 1006. The proposed settlement provides for payments to Settlement Class Members. If you qualify, you may send in a Claim Form to seek benefits, or you can exclude yourself, or object.

### **WHO’S INCLUDED?**

You may be a Settlement Class Member and could get benefits if you are or were covered under Medical Expense Coverage issued by Nationwide/Allied, or you provided medical services to such a covered person, and your medical charges submitted from December 1, 1992 through November 8, 2007 were paid by Nationwide/Allied in an amount less than the full amount charged. “Medical Expense Coverage” means (for purposes of the settlement) personal injury protection, medical payments, workers’ compensation, or other no-fault or first party medical expense coverages.

Claims in the following states are excluded: Delaware, Florida, Hawaii, New Jersey, New York and Pennsylvania.

A full class definition is included in a detailed notice called Notice of Class Action Settlement and Fairness Hearing (“Class Notice”). If you are not sure if you are included, you can get more information, including a Class Notice, at [www.NationwideAlliedSettlement.com](http://www.NationwideAlliedSettlement.com) or by calling toll free 1-877-625-9426.

### **WHAT’S THIS ABOUT?**

The Lawsuits claim that Nationwide/Allied improperly reduced or denied insurance benefits for medical or rehabilitative services after submitting medical bills to medical review vendors. Specifically, the Lawsuits challenge payment reduction of those services based upon a reasonableness or usual and customary charge review or based upon application of agreed pricing under a Preferred Provider Organization, also known as a PPO, or similar type of pricing agreement administered by CorVel Corp. Among other things, the Lawsuits challenge Nationwide/Allied’s right to conduct such bill review under the applicable policies, the disclosure that such bill review would be conducted, or the manner in which the bill review was conducted. Nationwide/Allied denies any wrongdoing, and contends that review of medical bill pricing protects against excessive charges and helps to preserve insurance benefits. The

Courts have made no final rulings on the merits of the claims or defenses made in the Lawsuits.

The Courts in the Garza Action and the Cashman Action have preliminarily approved the claims to proceed as a class action for settlement purposes only. If the proposed settlement is not approved, the courts presiding over the Lawsuits will have to decide whether any of the Lawsuits should be treated as a class action for the purpose of addressing the merits and possibly conducting trials of the Lawsuits.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

For claims covered under the settlement, Nationwide/Allied agreed to pay 50 or 80 percent of the difference between the amount of charges billed for medical services or products and the amount previously allowed or paid by Nationwide/Allied for those charges. In order to receive a Settlement Payment, Settlement Class Members must send in a valid Claim Form. The settlement also protects insureds of Nationwide/Allied from certain claims and balance billing by their medical providers as explained in the Release contained in the Class Notice.

### **HOW DO YOU ASK FOR A PAYMENT?**

The Class Notice and Claim Form package contains everything you need. Just call or visit the website below to get one. To qualify for a payment, you must send in a valid Claim Form. **Claim Forms are due by June 20, 2008.**

### **WHAT ARE YOUR OTHER OPTIONS?**

If you do not want to be bound by the settlement, you must exclude yourself by **February 21, 2008**, or you won’t be able to sue, or continue to sue, Nationwide/Allied or the Released Parties (as defined in the Release) about the legal claims resolved by the settlement. If you stay in the settlement, you may object to it by **February 21, 2008**. The Class Notice explains how to exclude yourself or object.

The Court in the Garza Action will hold a hearing in this case in Nueces County, Texas, on **March 6, 2008**, and the Court in the Cashman Action will hold a hearing in Tucson, Arizona on **March 17, 2008**. At these hearings, these Courts will consider whether to approve the settlement and a request by the lawyers representing the Settlement Class for \$7,800,000 in attorneys’ fees and expenses, plus an award of \$5,000 to each of the Class Representatives, for investigating the facts, litigating the lawsuits, and negotiating the settlement. The fees and expenses will not reduce Settlement Payments. You may ask to appear at the hearing in the Garza Action, but you don’t have to. Notices that you intend to appear are due by **February 21, 2008**.

**For more information or to get a Class Notice, call toll free 1-877-625-9426, visit the website, [www.NationwideAlliedSettlement.com](http://www.NationwideAlliedSettlement.com), or write to Settlement Administrator, c/o Rust Consulting, Inc., P.O. Box 158, Minneapolis, MN 55440-0158.**

<sup>1</sup>“Nationwide/Allied” means (for purposes of the settlement) the named defendants in the Lawsuits, Nationwide Mutual Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, Allied Property and Casualty Insurance Company, Allied Insurance and AMCO Insurance Company, and each and all of their present and former affiliates, related companies, parent companies, subsidiaries, predecessors, successors or assigns, whether or not named herein, including Nationwide Mutual Fire Insurance Company, Nationwide Insurance Company of America, Nationwide Life Insurance Company, Nationwide Assurance Company f/k/a Colonial Insurance Company, Nationwide Indemnity Company, Nationwide Corporation, Nationwide Insurance, Nationwide Affinity Insurance Company of America, National Casualty Company, Nationwide International Underwriters, Nationwide Lloyds, Depositors Insurance Company, CalFarm Insurance Company, Colonial County Mutual Insurance Company, Farmland Mutual Insurance Company, Lone Star General Agency, Inc., Allied Group, Inc., Allied General Agency Company, Colonial Insurance Company of California, Colonial Insurance Company of Wisconsin, Titan Indemnity Company, Titan Insurance Company and each and all of their respective past, present or future officers, directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, financial or investment advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators. Nationwide/Allied may have been identified as “Nationwide Insurance” or “Allied Insurance” in communications or other materials.