AMWINS ACCESS INSURANCE 443 CROWN PT CIR STE A GRASS VALLEY, CA 95945 0000 0CKK53

> ANDRE OLAVE 42 OAKWOOD DR RINGWOOD, NJ 07456-2023



June 9, 2021

Your Policy



609431061 206 1 06/01/2021 to 06/01/2022

12:01 A.M. STANDARD TIME At the address shown in Item 1 of your Policy Declarations



Log in to MyTravelers.com to manage your policy and billing details.

Welcome to Travelers!

As a Travelers insurance customer, you have more than 150 years of experience, financial stability and superior claim service behind you, so you can feel protected – especially when you need us most.

Review your policy documents

No one understands your needs better than you. So please take a moment to review and confirm your new insurance policy details, including:

- Your Declarations page, listing the coverage you purchased, your coverage limits and deductibles
- Your insurance ID cards for proof of insurance
- Insurance policy and endorsements
- Other important documents, including our privacy notice, billing options and more

Superior Service

ANDRE OLAVE

42 OAKWOOD DR

RINGWOOD, NJ 07456-2023

At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. We're proud to put our talent, expertise and resolution excellence to work for you.

On behalf of AMWINS ACCESS INSURANCE, thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

Sincerely,

Michael Klein

Michael Klein

President, Travelers Personal Insurance

A faster, easier way to manage your account

Visit MyTravelers.com or open the camera on your smartphone and scan the QR code below to download our mobile app, where you can:

- Manage your policy and bills
- Submit and monitor a claim



Contact Information

Policy questions or changes: 1.530.274.3102 Roadside assistance: 1.800.252.4633 24-hour claim service: 1.800.252.4633

Additional Benefits

As a valued customer, you may be eligible for certain programs for which you may receive goods, services, or other types of benefits. Visit travelers.com/additionalbenefits to learn more!

Take advantage of our other coverage options and multi-policy discount



HOME









Call your agent or Travelers representative at 1.530.274.3102 to find out more!



STATE OF NEW JERSEY INSURANCE IDENTIFICATION CARD

This card must be carried in the vehicle at all times as evidence of insurance.

Year Make Model

2017 HONDA CR-V EX AW **Vehicle Identification Number (VIN)** 2HKRW2H82HH604367

Policy Number 609431061 206 1 **Effective Date Expiration Date** 06/01/2022 06/01/2021

Insured

ANDRE OLAVE 42 OAKWOOD DR

RINGWOOD, NJ 07456-2023

Company: 884 ST. PAUL PROTECTIVE INSURANCE COMPANY

385 WASHINGTON STREET, ST. PAUL, MN 55102

For policy questions and changes

AMWINS ACCESS INSURANCE

530.274.3102

To report a claim or get roadside assistance 24 hours x 365 days a year Go to Travelers.com or Call 1.800.252.4633

Keep this card in the vehicle at all times. See Reverse Side.



STATE OF NEW JERSEY INSURANCE IDENTIFICATION CARD

This card must be carried in the vehicle at all times as evidence of insurance.

Year Make **2018 TOYOT**

Model TACOMA DBL **Vehicle Identification Number (VIN)**

Policy Number 609431061 206 1 3TMCZ5AN3JM141248

Expiration Date Effective Date 06/01/2022 06/01/2021

Insured

ANDRE OLAVE 42 OAKWOOD DR RINGWOOD, NJ 07456-2023

Company: 884 ST. PAUL PROTECTIVE INSURANCE COMPANY

385 WASHINGTON STREET, ST. PAUL, MN 55102

For policy questions and changes AMWINS ACCESS INSURANCE 530.274.3102

To report a claim or get roadside assistance 24 hours x 365 days a year Go to **Travelers.com** or Call 1.800.252.4633

Keep this card in the vehicle at all times. See Reverse Side.

In case of an accident, once you are in a safe location:

- Contact us at Travelers.com or 1.800.252.4633 to report a claim or to answer your questions regarding filing a claim
- Take photos of the accident scene and all vehicles/property damage if you can do so safely
- Obtain the name and contact information for each driver, passenger, or witness and each vehicles' insurance details, license plate state and number
- Do not discuss who caused the accident with anyone other than the police or a Travelers representative

Before an accident happens, be prepared

- Keep a pencil and paper in your glove box to write down and share information.
- Get the Travelers Mobile app and learn more about our tools at www.travelers.com/app.

ADDRESS FOR NOTIFICATION OF COMMENCEMENT OF MEDICAL TREATMENT

Travelers P.O. Box 1900, Morristown, NJ 07962 Phone 1.800.842.2475, Fax 1-866-296-4180

Rev. 11-2018

In case of an accident, once you are in a safe location:

- Contact us at Travelers.com or 1.800.252.4633 to report a claim or to answer your guestions regarding filing a claim
- Take photos of the accident scene and all vehicles/property damage if you can do so safely
- Obtain the name and contact information for each driver, passenger, or witness and each vehicles' insurance details, license plate state and number
- Do not discuss who caused the accident with anyone other than the police or a Travelers representative

Before an accident happens, be prepared

- Keep a pencil and paper in your glove box to write down and share information.
- Get the Travelers Mobile app and learn more about our tools at www.travelers.com/app.

ADDRESS FOR NOTIFICATION OF COMMENCEMENT OF MEDICAL TREATMENT

Travelers P.O. Box 1900, Morristown, NJ 07962 Phone 1.800.842.2475, Fax 1-866-296-4180

Rev. 11-2018



Automobile Policy Declarations

1. Named Insured

ANDRE OLAVE 42 OAKWOOD DR RINGWOOD, NJ 07456-2023

Your Auto Policy Number Your Account Number

Your Agency's Name and Address

AMWINS ACCESS INSURANCE 443 CROWN PT CIR STE A GRASS VALLEY, CA 95945

For Policy Service For Claim Service

1.530.274.3102 For questions on filing a

claim or to file a claim go to **Travelers.com** or call

1.800.252.4633

For Roadside Assistance

1.800.252.4633

2. Premium

Your Total Premium for the Policy Period is \$2,063.

The policy period is from June 1, 2021 to June 1, 2022 12:01 A.M. STANDARD TIME at your address shown in Item 1.

3. Your Vehicles

Identification Numbers

1. 2017 HONDA CR-V EX AW 2HKRW2H82HH604367 2. 2018 TOYOT TACOMA DBL 3TMCZ5AN3JM141248

609431061 206 1

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

> **VEHICLE 1 VEHICLE 2**

17 HONDA **18 TOYOT** CR-V EX AW TACOMA DBL

A. Bodily Injury

\$250,000 each person \$500,000 each accident \$185 \$194

B. Property Damage

\$100,000 each accident \$144 \$153

D1. Uninsured And Underinsured Motorists Bodily Injury

\$100,000 each person \$300,000 each accident \$95 \$95

D2. Uninsured and Underinsured Motorists Property **Damage**

\$100,000 each accident \$18 \$18

Q. Personal Injury Protection:

Medical Expenses Only Secondary Cov. Limitation on Lawsuit Option

Medical Expenses Limit \$250.000

Deductible \$250 \$152 \$152



4. Coverages, Limits of Liability and Premiums (continued)

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

VEHICLE 1	VEHICLE 2
17 HONDA	18 TOYOT
CR-V EX AW	TACOMA DBL

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Actual Cash Value less		
\$500 deductible	\$267	\$337

F. Comprehensive

Actual Cash Value less		
\$500 deductible	\$75	\$114

Glass Deductible

See Endorsement E1OCW02 (01-15)		
\$50 deductible	Incl	Incl

Extended Transportation Expenses

See Endorsement E1MCW01 (10-13)		
\$30 per day/\$900 maximum	\$21	\$21

Roadside Assistance Coverage

See Endorsement E1RCW02 (10-13)		
Up to 15 miles per disablement	\$11	\$11

Subtotal for your vehicle(s):	\$968	\$1,095
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Total Premium for This Policy:	\$2,063
NJ PLIGA Surcharge** Assessment:	\$12.00

Total Premium for this Policy including assessment:

\$2,075.00

This is not a bill. You will be billed separately for this transaction.

5. Information Used to Rate Your Policy

Discounts

Safe Driver Discount
5 Years Accident and Violation Free
Multi-Policy Discount
Multi-Car Discount
Good Payer Discount
EFT Discount
Continuous Insurance Discount
Early Quote Discount

Anti-Theft Discount 17 HONDA 18 TOYOT

PL-50014 (08-16) 476/0CKK53



Named Insured ANDRE OLAVE

Policy Period June 1, 2021 to June 1, 2022

Policy Number 609431061 206 1 Issued On Date June 9, 2021

5. Information Used to Rate Your Policy (continued)

Your Total Savings Reflected in Your Total Premium:

\$1,540

Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. ANDRE	10-19-1979	Male	Married	Licensed
2. MARGARET	01-03-1982	Female	Single	Licensed

VehiclesUse of VehicleMileageLocation of Vehicle1. 17 HONDA CR-V EX AWCommute15,324RINGWOOD, NJ2. 18 TOYOT TACOMA DBLCommute15,219RINGWOOD, NJ

If any of the information above is incorrect or has changed, please notify your Travelers representative immediately.

6. Other Information

Your Insurer

ST. PAUL PROTECTIVE INSURANCE COMPANY 385 WASHINGTON STREET, ST. PAUL, MN 55102

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

G01NJ01 (04-17)	General Provisions Section
L01NJ02 (04-17)	Liability Coverage Section
Q01NJ01 (08-15)	Personal Injury Protection Coverage Section
U01NJ02 (04-17)	Uninsured and Underinsured Motorists Coverage Section
P01NJ01 (08-15)	Damage To Your Auto Coverage Section
S01CW01 (10-13)	Signature Page
E1MCW01 (10-13)	Extended Transportation Expenses
E1OCW02 (01-15)	Glass Deductible
E1RCW02 (10-13)	Roadside Assistance Coverage
Issued on 06/09/202	21
Countersignature:	

FOR YOUR INFORMATION

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.



6. Other Information (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6094310612061 and product code QA2 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

^{**} New Jersey Property-Liability Insurance Guaranty Association Surcharge.

^{*}Coverage limits are lower in certain circumstances. Please refer to the Limit of Liability Section of Uninsured and Underinsured Motorists Coverage Section.

NEW JERSEY STANDARD PERSONAL AUTO POLICY

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

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Your Name and Address Your Auto or Trailer Policy Period Coverages and Amounts of Insurance

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Effective: 06/01/2021 T01NJ01 (08-15)

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NEW JERSEY STANDARD PERSONAL AUTO POLICY

Travelers Companies

Hartford, CT

(Each a Stock Insurance Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

You agree, by acceptance of this policy, that any statement made in conjunction with an application, renewal, or endorsement under this policy is a representation made or authorized by you and is true. You understand, by acceptance of this policy, that if any such statement is fraudulent, or materially misrepresented or omitted, we may void this policy or deny claims made for coverage under this policy.

GENERAL DEFINITIONS

Throughout this policy:

- A. "You" and "your" refer to:
 - The "named insured" shown in the Declarations; and
 - The spouse if a resident of the same household.

The term spouse includes, if a resident of the same household:

- The civil partner of the "named insured", provided such civil union was obtained in a state where a civil union is legally recognized; or
- The "domestic partner" of the "named insured".

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

- a. The effective date of another policy listing the spouse as a named insured; or
- b. The end of the policy period.
- B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.
- C. We consider a:
 - 1. Private passenger auto;
 - 2. Sport utility vehicle;
 - 3. Pickup: or
 - 4. Van;

to be owned by a person if leased:

- Under a written agreement to that person; and
- 2. For a continuous period of at least 6 months.
- D. "Minimum limits" refers to the following limits of liability as required by New Jersey law, to be provided under a standard policy of automobile liability insurance:
 - \$15,000 for each person, subject to \$30,000 for each accident with respect to "bodily injury", and \$5,000 for each accident with respect to "property damage" when a split limit is applicable; or
 - 2. \$35,000 for each accident with respect to both "bodily injury" and "property damage" when a combined single limit is applicable.

Other words and phrases are defined. They are in quotation marks when used.

- E. "Bodily injury" means bodily harm, sickness or disease, including death that results. This definition does not apply under the Personal Injury Protection Coverage Section.
- F. "Business" includes trade, profession or occupation.
- G. "Domestic partner" means a person who is in a continuing spouse-like relationship with a named insured for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a

"domestic partner" or partner by civil union of any other person.

- H. "Newly acquired auto":
 - 1. "Newly acquired auto" means any of the following types of vehicles of which you become the owner during the policy period:
 - a. A private passenger auto;
 - b. A sport utility vehicle; or
 - c. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings and equipment; or
 - (b) For farming or ranching.
 - 2. Coverage for a "newly acquired auto" is provided as described in 3.a., 3.b. and 4. below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for that "newly acquired auto" will begin at the time you request the coverage and you will not have coverage for the elapsed period of time
 - 3. Coverage for a "newly acquired auto", other than coverage provided in the Damage To Your Auto Coverage Section, depends on whether the vehicle is in addition to or replaces a vehicle shown in the Declarations.
 - a. A "newly acquired auto" which is in addition to any vehicle shown in the Declarations will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for coverage to apply you must ask us to insure it within 30 days after you become the owner.
 - b. If a "newly acquired auto" replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced without your having to ask us to insure it. However, you must ask us to insure a replacement vehicle within 30 days if it is a pickup or van used in any "business" other than farming or ranching.
 - 4. For coverage provided in the Damage To Your Auto Coverage Section to be effective for any "newly acquired auto", you must:
 - Notify us and request coverage for that "newly acquired auto" to which we must agree; and

b. Comply with any vehicle inspection requirements.

However, this does not apply to a "newly acquired auto" that replaces a vehicle shown in the Declarations, but only for the three day period beginning on the date you acquire that vehicle if:

- a. You acquire the vehicle during the policy period; and
- We provided that Damage To Your Auto coverage on the vehicle you replaced for at least 12 months prior to the date of replacement.

In this case, the "newly acquired auto" will have the same coverage as the vehicle you replaced, but only for that three day period. For each of the following which falls within the three day period, we will extend the limited coverage period one day:

- a. Saturday;
- b. Sunday; or
- c. New Jersey State holiday.
- I. "Occupying" means:
 - 1. In;
 - 2. Upon; or
 - 3. Getting in, on, out or off.
- J. "Property damage" means physical injury to, destruction of or loss of use of tangible property. This definition does not apply under the Uninsured and Underinsured Motorists Coverage Section.
- K. "Resident relative" means a person related to you by blood, marriage, civil union under New Jersey law or adoption who is a resident of your household. This includes a ward or foster child. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household.
- L. "Trailer" means a vehicle designed to be pulled by a:
 - 1. Private passenger auto;
 - 2. Sport utility vehicle;
 - 3. Pickup; or
 - 4. Van

It also means a farm wagon or farm implement while towed by a vehicle listed in 1., 2., 3. or 4. above.

- M. "Your covered auto" means (except under the Personal Injury Protection Section):
 - 1. Any vehicle shown in the Declarations.
 - 2. A "newly acquired auto".
 - 3. Any "trailer" you own.
 - 4. Any:
 - a. Private passenger auto;
 - b. Sport utility vehicle;
 - c. Pickup;
 - d. Van; or

e. "Trailer":

you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This clause M.4. does not apply to the Damage To Your Auto Coverage Section.

N. "Stolen vehicle" means a vehicle that is a "your covered auto" and, at the time of the accident the vehicle is operated by an unknown third person without the consent of you or any "resident relative".

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us or is done with a lack of good faith:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - To physical exams by physicians we select. We will pay for these exams. We will provide an "insured" with a copy of the medical report if requested.
 - b. To examination under oath and subscribe the same. We may require such exam under oath:
 - (1) From other persons insured under this policy (including a "resident relative").
 - (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.
 - 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 - 5. Submit a proof of loss when required by us.

Additional Duties for Personal Injury Protection Coverage

A person seeking coverage must also:

- A. Give us, or our authorized representative, prompt written notice of the accident. Such notice shall also include:
 - 1. Sufficient details to identify the person claiming to be an "insured" under Coverage Q; and
 - 2. Reasonably obtainable information as to how, when and where the accident happened.

- B. Promptly give us written proof of claim, including:
 - 1. Full particulars of the nature and extent of the "bodily injury"; and
 - 2. Any other information which may assist us in determining the amount due and payable.
- C. Promptly send us copies of:
 - 1. The summons and complaint; or
 - 2. Other process;

served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

As related to Coverage Q, if the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us 30 or more days after the accident, we may impose an additional medical expense benefits co-payment in accordance with New Jersey law or regulation. This co-payment shall be in addition to:

- A. Any medical expense benefits deductible or copayment; or
- B. Any penalty imposed in accordance with our Decision Point Review Plan.

Additional Duties For Uninsured and Underinsured Motorists Coverage

If Coverage D1 or Coverage D2 is shown in the Declarations, a person seeking coverage must also promptly:

- A. Notify the police if a hit-and-run vehicle or a "stolen vehicle" is involved.
- B. Send us copies of the legal papers if a suit is brought.
- C. Notify us in writing of an offer of settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the offer of settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Additional Duties For Collision And Comprehensive Coverages

If Coverage E or Coverage F is shown in the Declarations, a person seeking coverage must also:

- A. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
- B. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
- C. Permit us to inspect and appraise the damaged property before its repair or disposal.

GENERAL CONDITIONS

Bankruptcy

Bankruptcy or insolvency of the "insured" will not relieve us of any obligations under this policy.

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use of insured vehicles;
 - 2. Operators using insured vehicles;
 - The place of principal garaging of insured vehicles; or
 - 4. Coverage, deductible or limits.

If a change that results from A. or B. above requires a change in premium, we will make the premium change in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will apply to your policy as of the date we implement the change in your state. This does not apply to changes we make with a general policy revision that includes both broadenings and restrictions in coverage, whether that general policy revision is implemented through introduction of:
 - A subsequent edition of your policy or any of its Coverage Sections; or
 - 2. An amendatory endorsement.

Fraud

We do not provide coverage for any person who has:

- A. Engaged in fraudulent conduct;
- B. Made fraudulent statements;
- C. Made material misrepresentations; or
- D. Made material omissions;

in connection with obtaining, renewing or changing this policy. We retain the right to rescind, and may rescind, this policy for fraud, a material misrepresentation, or a material omission in connection with obtaining, renewing or changing this policy.

We do not provide coverage for any person under this policy who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

Legal Action Against Us

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage Section, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay: or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we are subrogated to that right. That person must do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this Clause (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using "your covered auto" with a reasonable belief that such person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

- C. Our rights do not apply under Paragraph A. above with respect to damages caused by an accident with an "underinsured motor vehicle" (as defined in the Uninsured and Underinsured Motorists Coverage Section of this policy) if we:
 - Have been given prompt written notice of an offer of settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - 2. Fail to advance payment to the "insured" in an amount equal to the offer of settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the offer of settlement within 30 days after receipt of notification:

- 1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured and Uninsured Motorists Coverage; and
- 2. We also have a right to recover the advanced payment.

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
 - During the policy period shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - 1. The U.S.A, its territories or possessions;
 - 2. Puerto Rico: or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

Transfer Of Your Interest In This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 - 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 - The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

Two Or More Policies Issued To You

If this policy and any other auto insurance policy issued to you by us or any of our personal insurance affiliates apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Termination

A. Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel this policy. The cancellation by one named insured will be binding on any other named insured.

- We may cancel by mailing by certified mail or U.S. Postal Service certificate of mailing to the named insured shown in the Declarations at the address shown in this policy:
 - At least 15 days but not more than 30 days notice if cancellation is for nonpayment of premium; or
 - At least 20 days notice in all other cases.
- 3. We may cancel this policy if we find, during the first 60 days of the policy's issuance, that the named insured does not meet our approved underwriting rules then in effect. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - If your driver's license or motor vehicle registration, or, when allowed by law, that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked.

This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. If the named insured knowingly provided materially false or misleading information in connection with any application for insurance, renewal of insurance or claim for benefits under an insurance policy.
- 4. Nonpayment of premium means the failure to pay any premium or premium installment or any other financial obligation when due.

B. Nonrenewal

We have the right to not renew or continue this policy, as allowed by law, at the end of the policy period shown in the Declarations. If we decide not to renew or continue this policy, we will mail notice by certified mail or U.S. Postal Service certificate of mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days, but no more than 90 days, before the end of the policy period.

C. Automatic Termination

- If we offer to renew or continue your policy for another policy period and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due means that you have not accepted our offer.
- 2. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

- 1. If the law in effect in your state at the time this policy is issued or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - Modifies any of the stated termination reasons;

we will comply with those requirements.

- 2. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- 3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- 4. The effective date of cancellation stated in the notice will become the end of the policy period.

STANDARD PERSONAL AUTO POLICY LIABILITY COVERAGE SECTION

Coverage A – Bodily Injury Coverage B – Property Damage

Insuring Agreement

A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability has been exhausted by payment of judgments or settlements.

We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. "Insured" as used in this Coverage Section means:
 - 1. You or any "resident relative" for the ownership, maintenance or use of any auto or "trailer".
 - 2. Any person using "your covered auto".
 - For "your covered auto", any person or organization but only with respect to liability for acts or omissions of a person for whom coverage is afforded under this Coverage Section.
 - 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to liability for acts or omissions of you or any "resident relative" for whom coverage is afforded under this Coverage Section. This clause (4.) applies only if the person or organization does not own or hire the auto or "trailer".

"Insured" does not include:

- 1. The U.S.A. or any of its agencies.
- 2. Any person with respect to "bodily injury" or "property damage" that results from the operation of an auto by that person as an employee of the U.S. Government. This applies only if the provisions of Section 2679 of Title 28, U.S. Code as amended, require the Attorney General of the U.S. to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an "insured":

- Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability.
- Up to \$250 a day for loss of earnings, but not other income, to attend hearings or trials at our request.
- 5. Other expenses incurred at our request.

Exclusions

- A. We do not provide Liability Coverage for any "insured":
 - 1. Who intentionally causes "bodily injury" or "property damage".
 - 2. For "property damage" to property owned or being transported by that "insured".
 - 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;

that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

- 4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
- 5. For that "insured's" liability that arises out of the ownership or operation of a vehicle while it is being used, or during the period of time it is available for hire, as a public or livery conveyance for passengers. This Exclusion (A.5.) applies whether or not there is:
 - a. A passenger "occupying" the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.

This Exclusion (A.5.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.

- 6. While employed or engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery.

This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "resident relative"; or
- Any partner, agent or employee of you or any "resident relative".
- 7. Maintaining or using any vehicle while that "insured" is employed or engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Sport utility vehicle;
- c. Pickup or van with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
- d. "Trailer" used with a vehicle described in a., b. or c. above.
- 8. Using a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
- 9. For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under any type of nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- 10. Who is a named insured on a basic automobile policy.
- 11. For "bodily injury" to you, a "resident relative" or an "insured". This Exclusion (A.11.) does not apply to the portion of the damages that is less than or equal to minimum limits required by New Jersey law.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
 - 1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or

- c. To any non-owned golf cart.
- Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
- Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "resident relative"; or
 - b. Furnished or available for the regular use of any "resident relative".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "resident relative"; or
- b. Furnished or available for the regular use of a "resident relative".
- Any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
 - Racing contest, meet, rally or timed event;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This Exclusion (B.4.) applies only while the vehicle is at a location established or used for any of the activities listed above.

5. "Your covered auto" during a period it is rented or leased to others. However, this Exclusion (B.5.) does not apply to the operation of "your covered auto" by you or a "resident relative".

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage A and Coverage B:

The limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, that arises out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage A is our maximum limit of liability for all damages for "bodily injury" that results from any one auto accident.

The limit of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" that results from any one auto accident.

These limits are the most we will pay regardless of the number of:

- 1. "Insureds":
- 2. Claims made;

- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

B. Single Limit

If the Declarations shows a single limit of liability for Coverage A and Coverage B combined:

The limit of liability shown is our maximum limit of liability for all damages that arises out of "bodily injury" and "property damage" that results from any one auto accident.

This is the most we will pay regardless of the number of:

- a. "Insureds":
- b. Claims made;
- Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.
- We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this will not change our total limit of liability.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Any other coverage or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.

Out Of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 - A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, this policy will provide the higher specified limit.
 - A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, this policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy will comply with the law to the extent required.

Other Insurance

If there is other applicable liability insurance available, any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

STANDARD PERSONAL AUTO POLICY PERSONAL INJURY PROTECTION COVERAGE SECTION Coverage Q – PERSONAL INJURY PROTECTION

INSURING AGREEMENTS

A. Principal Personal Injury Protection Coverage

- We will pay principal personal injury protection benefits ("PIP Benefits") to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident that arises out of the:
 - a. Ownership;
 - b. Maintenance;
 - c. Use; or
 - d. Loading or unloading; of an "auto" as an automobile.
- 2. With respect to Principal Personal Injury Protection Coverage, "insured" means:
 - a. You or any "resident relative" who sustains "bodily injury" while:
 - (1) "Occupying" or using an "auto"; or
 - (2) A "pedestrian", when caused by:
 - (a) An "auto"; or
 - (b) An object propelled by or from an "auto".
 - b. Any other person who sustains "bodily injury" while "occupying" or using "your covered auto" with your permission.
- Subject to the limits shown in the Declarations or set forth in the Limit of Liability provision, "PIP Benefits" consist of the following:

a. Medical Expenses

Reasonable and necessary expenses incurred for:

- (1) Medical, surgical, rehabilitative and diagnostic treatments and services;
- (2) Hospital expenses;
- (3) Ambulance or transportation services:
- (4) Medication; and
- (5) Non-medical expenses that are prescribed by a treating "health care provider" for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for:

 (a) Products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to

- real or personal property, fixtures; and
- (b) Services and activities such as recreational activities, trips and leisure activities.

All medical expenses must:

- (1) Be rendered by a "health care provider":
- (2) Be "clinically supported" and consistent with the symptoms, diagnosis or indications of the "insured";
- (3) Be in accord with the most appropriate level of service that complies with the standards of good practice and standard professional treatment protocols, including care paths for an "identified injury";
- (4) Not be rendered primarily for the convenience of the "insured" or the "health care provider"; and
- (5) Not include unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accord with recognized religious methods of healing.

o. Income Continuation

Loss of "income" of an "income producer" payable during his lifetime as a result of "bodily injury" disability.

Income continuation shall not exceed net income normally earned during the period in which benefits are payable.

c. Essential Services

Reimbursement to an "insured", for payments made to others, for necessary and reasonable expenses incurred in obtaining substitute essential services ordinarily performed by such "insured" during his lifetime, not for income but for the benefit of himself and any "resident relative".

d. Death Benefits

An amount payable in the event of the death of an "insured", calculated as follows:

(1) If the "insured" was an "income producer" at the time of the accident, the amount of any unpaid income continuation benefits available

- to such "insured" at the time of the "insured's" death.
- (2) If the "insured" ordinarily performed essential services for the care and maintenance of himself and any "resident relative", the amount of any unpaid essential services benefits available to such "insured" at the time of the "insured's" death.

e. Funeral Expenses

Reasonable expenses incurred for funeral, burial, and cremation.

B. Extended Medical Expense Benefits Coverage

- 1. We will pay extended medical expense benefits and funeral expenses ("Extended Benefits") to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident that arises out of the:
 - a. Ownership;
 - b. Maintenance:
 - c. Use; or
 - d. Loading or unloading;
 - of a "highway vehicle" not owned by or furnished or available for the regular use of you or any "resident relative".
- 2. With respect to Extended Medical Expense Benefits Coverage, "insured" means:
 - a. You or any "resident relative" who sustains "bodily injury" while:
 - (1) "Occupying" or using a "highway vehicle"; or
 - (2) A "pedestrian", caused by a "highway vehicle".
 - b. Any other person:
 - (1) Who sustains "bodily injury" while "occupying" a "highway vehicle" being operated by you or any "resident relative", other than a:
 - (a) Motorcycle; or
 - (b) Vehicle being used as a public or livery conveyance; or
 - (2) Using such "highway vehicle" with your permission.
- 3. The most we will pay for medical expenses to or on behalf of an "insured" is \$10,000, subject to the limit shown in the Declarations. The most we will pay for funeral expense benefits for an "insured's" death is \$1,000.
- C. As used in this Coverage Section:
 - "Actual benefits" means those benefits determined to be payable for "allowable expenses".
 - "Allowable expense" means a medically necessary, reasonable and customary item of expense covered as benefits by your or a

"resident relative's" health benefits plan or personal injury protection benefits as an "eligible expense", at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an "allowable expense" and a paid benefit.

- 3. "Auto" means a self-propelled vehicle of one of the following types, which is designed for use principally on public roads:
 - a. A private passenger or station wagon type automobile;
 - b. A pickup, delivery sedan or van; or
 - c. A utility automobile designed for personal use as a camper, motor home, or for family recreational purposes.

However, "auto" does not include:

- a. A motorcycle;
- b. An automobile when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This exception (b.) applies whether or not there is:
 - (1) A passenger "occupying" the vehicle: or
 - (2) Property being transported for a fee in or upon the vehicle.

This exception (b.) does not apply to a vehicle used for a:

- (1) Share-the-expense car pool;
- (2) Charitable purpose; or
- (3) Volunteer purpose;
- A pickup, delivery sedan, van, or utility automobile customarily used in the occupation, profession or business of an "insured" other than farming or ranching; or
- d. A utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests.
- 4. "Bodily injury" means bodily harm, sickness or disease, including an "identified injury" or death that results.
- 5. "Catastrophic injury treatment" means medical expenses incurred for treatment of:
 - a. Permanent or significant brain injury, spinal cord injury or disfigurement; or
 - b. Other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following the accident and until the "insured":
 - (1) Is stable:
 - (2) No longer requires critical care; and

- (3) Can be safely discharged or transferred to another facility in the judgment of the attending "health care provider".
- 6. "Clinically supported" means that a "health care provider", prior to selecting, performing or ordering the administration of a treatment or "diagnostic test", has:
 - a. Physically examined the "insured" to ensure that the proper medical indications exist to justify ordering the treatment or test:
 - Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
 - Considered any and all previously performed tests that:
 - Relate to the injury and the results; and
 - (2) Are relevant to the proposed treatment or test; and
 - Recorded and documented these observations, positive and negative findings and conclusions on the "insured's" medical records.
- "Diagnostic test(s)" means a medical service or procedure utilizing any means, other than bioanalysis, intended to assist in establishing a:
 - a. Medical:
 - b. Dental:
 - c. Physical therapy;
 - d. Chiropractic; or
 - e. Psychological diagnosis;

for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.

- 8. "Eligible expense" means:
 - a. With respect to health benefits plans, that portion of the medical expenses incurred for the treatment of "bodily injury" which is covered under the terms and conditions of the plan, without application of the deductible(s) and copayment(s), if any.
 - b. With respect to "PIP Benefits", that portion of the medical expenses incurred for the treatment of "bodily injury" which, without considering any deductible and co-payment, shall not exceed:
 - (1) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or

- (2) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.
- "Emergency care" means all medically necessary treatment of traumatic injury or a "bodily injury" which manifests itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in:
 - a. Death:
 - Serious impairment to bodily functions;
 or
 - Serious dysfunction of a bodily organ or part.

"Emergency care" ends when the "insured" is discharged from acute care by the attending "health care provider".

"Emergency care" shall be presumed when medical care is initiated at a hospital within 120 hours of the accident.

- "Extended Benefits" means medical and funeral expenses covered under Insuring Agreement B. Extended Medical Expense Benefits Coverage.
- 11. "Health care provider" means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
 - a. Hospital or health care facilities that are:
 - (1) Maintained by a State or any of its political subdivisions; or
 - (2) Licensed by the Department of Health and Senior Services;
 - Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities. This includes facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
 - c. A non-profit voluntary visiting nurse organization providing health care services other than in a hospital:
 - d. Hospitals or other health care facilities or treatment centers located in other States or nations;
 - e. Physicians licensed to practice medicine and surgery;
 - f. Licensed:
 - (1) Audiologists;

- (2) Chiropodists (podiatrists);
- (3) Chiropractors;
- (4) Dentists;
- (5) Health Maintenance Organizations;
- (6) Occupational Therapists;
- (7) Occupational Therapy Assistants;
- (8) Optometrists;
- (9) Orthotists and Prosthetists;
- (10) Pharmacists;
- (11) Physical Therapists;
- (12) Physical Therapists Assistants;
- (13) Physician Assistants;
- (14) Professional Nurses;
- (15) Psychologists; and
- (16) Speech-Language Pathologists;
- g. Registered bio-analytical laboratories;
- Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
- Providers of other health care services or supplies including durable medical goods.
- 12. "Highway vehicle" means a land motor vehicle or trailer other than:
 - a. An "auto";
 - b. A farm type tractor or other equipment designed for use principally off public roads, while not on public roads;
 - c. A vehicle operated on rails or crawler treads: or
 - d. A vehicle while located for use as a residence or premises.
- 13. "Identified injury" means the following "bodily injuries" for which the New Jersey Department of Banking and Insurance has established standard courses of diagnosis and treatment for medical expenses that result from such injuries:
 - a. Cervical Spine: Soft Tissue Injury;
 - b. Cervical Spine: Herniated Disc/ Radiculopathy;
 - c. Thoracic Spine: Soft Tissue Injury;
 - d. Thoracic Spine: Herniated Disc/ Radiculopathy;
 - e. Lumbar-Sacral Spine: Soft Tissue Injury;
 - f. Lumbar-Sacral Spine: Herniated Disc/ Radiculopathy; and
 - g. Any other "bodily injury" for which the New Jersey Department of Banking and Insurance has established standard courses of diagnosis and treatment for medical expenses that result from such injuries.
- 14. "Income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.

- 15. "Income producer" means a person who, at the time of the accident, was in an occupational status earning or producing "income".
- 16. "Pedestrian" means any person who is not "occupying" a vehicle:
 - a. Propelled by other than muscular power; and
 - Designed primarily for use on highways, rails and tracks.
- 17. "PIP Benefits" means principal personal injury protection benefits covered under Insuring Agreement A. Principal Personal Injury Protection Benefits Coverage.
- 18. "PIP Coverage" means "PIP Benefits" and "Extended Benefits" provided under this Coverage Section.
- 19. "Your covered auto" means an "auto":
 - For which you are required to maintain auto liability insurance coverage under the New Jersey Automobile Reparation Reform Act;
 - b. To which the bodily injury liability coverage under this policy applies; and
 - c. For which a specific premium is charged.

PERSONAL INJURY PROTECTION COVERAGE OPTIONS

A. Medical Expense Benefits Only

If the Declarations indicates that you have elected "PIP Benefits" for medical expenses only, we will not provide any of the following benefits to or for you or any "resident relative":

- 1. Income continuation benefits;
- 2. Essential services benefits;
- 3. Death benefits; and
- 4. Funeral expenses benefits.

B. Health Insurance Primary

If the Declarations indicates that you have elected either "Full PIP Secondary" or "Medical Expenses Only Secondary", the following provisions apply to medical expenses:

- The health benefits plans under which you and any "resident relative" are insured shall provide primary coverage for "allowable expenses" incurred by you or any "resident relative" before any medical expenses are paid by us.
- This insurance shall provide secondary coverage for medical expenses for "allowable expenses" which remain uncovered after the health benefits plans, under which you and any "resident relative" are insured, have paid benefits towards those "allowable expenses".

- Amounts to be paid for medical expenses under this health insurance primary option will be determined as set forth in the LIMIT OF LIABILITY provision.
- C. Added PIP Benefits Added Income Continuation, Essential Services, Funeral Expense Benefits And Death Benefit
 - If the Declarations indicates that Added PIP Benefits apply, we will pay these benefits to or for the named insured, and any person(s) named as insureds for these benefits, who sustain "bodily injury". The "bodily injury" must be caused by an accident that arises out of the ownership, maintenance or use, including loading or unloading, of an "auto" as an automobile.
 - 2. Subject to the limits shown in the Declarations or set forth here, added income continuation, essential services and funeral expense benefits:
 - a. Consist of:
 - (1) Income continuation:
 - (a) 100% of weekly loss of income up to \$100; and
 - (b) 75% of weekly loss of income greater than \$100;

For up to 52 weeks of loss of income. However, for any loss of income incurred after 52 weeks, loss of income consists of 75% of weekly loss of income.

If the Declarations indicates that the unlimited option applies, we will pay income continuation benefits for as long as the "bodily injury" disability lasts.

- (2) Essential services.
- (3) Funeral expenses to be no more than \$2,000.
- Apply instead of the lower corresponding "PIP Benefits" limit for income continuation, essential services and funeral expense benefits.
- Shall not operate to increase the amount of death benefits payable under "PIP Coverage".
- 3. In the event of the death of a person who is insured for Added PIP Benefits, we will also pay an added \$10,000 death benefit to:
 - a. The surviving spouse; or
 - Surviving party who has entered into a civil union with the named insured legally recognized under New Jersey law; or
 - c. If there is no surviving spouse or such surviving party, the surviving children; or

d. If there are no surviving children, the estate of the person insured for the added death benefit.

This added death benefit applies in addition to any death benefits payable under "PIP Coverage". However, we will only pay that added death benefit if the death:

- Results from "bodily injury" for which benefits under "PIP Coverage" are payable; and
- Occurs within two years of the date of the accident.

EXCLUSIONS

- A. We do not provide "PIP Coverage" for "bodily injury":
 - 1. To any "insured":
 - a. Whose conduct contributed to the "bodily injury" in any of the following ways:
 - (1) While committing a high misdemeanor or felony, or seeking to avoid lawful apprehension or arrest by a police officer; or
 - (2) While acting with specific intent to cause injury or damage to himself or others.
 - b. Operating or "occupying" an "auto" without the permission of the:
 - (1) Owner of the "auto"; or
 - (2) Named insured under the policy insuring that "auto".
 - c. Other than you or any "resident relative" if that "insured" is entitled to New Jersey "PIP Coverage" as a named insured or family member under the terms of another policy.
 - To any "resident relative" if that "resident relative" is entitled to New Jersey personal injury protection coverage as a named insured under the terms of another policy.
 - 3. That arises out of the:
 - a. Ownership;
 - b. Maintenance;
 - c. Use; or
 - d. Loading or unloading;

of any vehicle while located for use as a residence or premises, other than for transitory recreational purposes.

- 4. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
- 5. That results from the:
 - a. Radioactive:

- b. Toxic;
- c. Explosive; or
- d. Other hazardous; properties of nuclear material.
- B. We do not provide:
 - "PIP Benefits" for "bodily injury" to any "insured" who is not "occupying" "your covered auto" if the accident occurs outside of New Jersey. This does not apply to:
 - a. You;
 - b. Any "resident relative"; or
 - c. Any resident of New Jersey.
 - "PIP Coverage" for "bodily injury" to any "insured" who, at the time of the accident, was the owner or registrant of an "auto" registered or principally garaged in New Jersey that was being operated without personal injury protection coverage.
 - 3. "Extended Benefits" for "bodily injury" to any "insured":
 - a. Who is entitled to benefits for the "bodily injury" under:
 - (1) "PIP Benefits"; or
 - (2) Any:
 - (a) Workers' compensation law; or
 - (b) Medicare provided under federal law.
 - b. Who would be entitled to benefits for the "bodily injury" under "PIP Benefits", except for the application of a:
 - (1) Deductible;
 - (2) Co-payment; or
 - (3) Medical fee schedule promulgated by the New Jersey Department of Banking and Insurance.
 - c. If the accident occurs outside of New Jersey. This Exclusion (B.3.c.) does not apply to:
 - (1) You;
 - (2) Any "resident relative"; or
 - (3) Any resident of New Jersey.
- C. We do not provide "PIP Benefits" with respect to the following "diagnostic tests":
 - Brain mapping, when not done in conjunction with appropriate neurodiagnostic testing;
 - 2. Iridology;
 - 3. Mandibular tracking and stimulation;
 - 4. Reflexology;
 - 5. Spinal diagnostic ultrasound;
 - 6. Surface electromyography (surface EMG);
 - 7. Surrogate arm mentoring; or
 - 8. Any other diagnostic test that is determined to be ineligible for coverage under "PIP Coverage" by New Jersey law or regulation.

- D. We do not provide "PIP Coverage" with respect to the following "diagnostic tests" when used to treat temporomandibular joint disorder (TMJ/D):
 - 1. Doppler ultrasound;
 - Electroencephalogram (EEG);
 - Needle electromyography (needle EMG);
 - 4. Sonography;
 - 5. Thermograms/thermographs; or
 - 6. Videofluoroscopy.

LIMIT OF LIABILITY

- A. The limits of liability shown in the Declarations, or set forth here in this Limit of Liability provision, for benefits that apply in this Coverage Section, are the most we will pay to or for each "insured" injured in any one accident, without regard to the number of:
 - 1. "Insureds":
 - 2. Policies that apply; or
 - 3. Vehicles insured.
- B. The most we will pay for medical expenses under "PIP Benefits" to:
 - 1. You or any "resident relative" is the limit shown in the Declarations. However, without regard to the limit shown, the limit will be increased to \$250,000 per person per accident for you or any "resident relative" for "catastrophic injury treatment". This limit of \$250,000 for "catastrophic injury treatment" expense includes, and is not in addition to, the lesser limit elected for "PIP Benefits" medical expenses.
 - 2. Any other "insured" is \$250,000, whether or not incurred for "catastrophic injury treatment" expenses.
- C. When applicable, the most we will pay under "PIP Benefits" for:
 - 1. Income continuation is \$5,200. The most we will pay for any one week is \$100. For the purpose of income continuation benefits, each week is to be treated separately. If the "insured's" disability from work or employment consists of only a part of a week, we will only pay that proportion of the weekly limit the days missed have to the number of days in that person's usual work week. In no case shall income continuation benefits exceed the net income normally earned during the period of disability.
 - 2. Essential services is \$4,380. The most we will pay for any one day is \$12.
 - 3. Death benefits for:
 - A deceased "income producer" is \$5,200. We will subtract from that \$5,200 any sums paid as income continuation benefits.

- A deceased person who was not an "income producer", but who provided for essential services, is \$4,380. We will subtract from that \$4,380 any sums paid as essential services benefits.
- 4. Funeral expenses is \$1,000.

If the named insured has elected an Added PIP Benefits option for the benefits listed above, the higher limit shown in the Declarations will apply.

- D. Any amounts payable under "PIP Coverage" shall be reduced by any amounts:
 - 1. Paid:
 - 2. Payable; or
 - 3. Required to be provided;

under any of the following:

- Workers' compensation law, disability benefits law, or similar law;
- 2. Medicare provided under federal law; or
- Benefits actually collected that are provided under federal law to active and retired military personnel.
- E. Any amounts payable for medical expense benefits shall be limited to the lesser of:
 - 1. The "health care provider's" usual, customary and reasonable charge; or
 - 2. The medical fee schedules promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.
- F. Any amounts payable for medical expense benefits as a result of any one accident shall be:
 - 1. Reduced by the \$250 statutory deductible. If an optional deductible higher than \$250 is shown in the Declarations, any amount payable by us as medical expenses for you or any "resident relative" shall be reduced only by the optional deductible. The statutory or optional deductible applies on a per accident basis. If two or more persons included in the definitions of "you" or "resident relative" sustain bodily injury in the same accident, the total amount of the deductible that applies to all of them combined shall be equal to the statutory or optional deductible, whichever
 - 2. Subject to a co-payment of 20% for the amount between the deductible that applies and \$5,000.
- G. Health Insurance Primary Option: If the Declarations indicates that you have elected either "Full PIP Secondary" or "Medical Expenses Only Secondary", the following provisions apply to medical expense benefits:
 - Priority Of Benefits
 - The health benefits plans under which you and any "resident relative" are insured shall provide primary coverage for

- "allowable expenses" incurred by you or any "resident relative" before any medical expense benefits are paid by us.
- b. This insurance shall provide secondary coverage for medical expense benefits for "allowable expenses" which remain uncovered after the health benefits plans, under which you and any "resident relative" are insured, have paid benefits towards those "allowable expenses".
- c. The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of "allowable expenses".
- 2. Determination Of Medical Expense Benefits Payable
 - a. To calculate the amount of "actual benefits" to be paid by us, we will first determine the amount of "eligible expenses" which would have been paid by us, after application of the deductible and copayment indicated in the Declarations, had you not elected either "Full PIP Secondary" or "Medical Expenses Only Secondary".
 - b. If the remaining "allowable expenses" are:
 - (1) Less than the benefits calculated in Paragraph a. above, we will pay "actual benefits" equal to the remaining "allowable expenses", without reducing the remaining "allowable expenses" by the deductible or copayment.
 - (2) Greater than the benefits calculated in Paragraph a. above, we will pay "actual benefits" equal to the benefits calculated in Paragraph a. above, without reducing the remaining "allowable expenses" by the deductible or co-payment.
 - c. We will not reduce the "actual benefits" determined in Paragraph b.:
 - By any deductibles or co-payments of the health benefits plans which have provided primary coverage for medical expense benefits; or
 - (2) For any "allowable expense" that remains uncovered which otherwise would not be an "eligible expense" under personal injury protection coverage, except as set forth in Paragraph d. below.
 - d. In determining remaining uncovered "allowable expenses", we shall not consider any amount for items of expense

- which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.
- e. The total amount of medical expense benefits for you or any "resident relative" per accident shall not exceed the maximum amount payable for medical expense benefits under this policy.
- 3. Health Benefits Plan Ineligibility
 - a. If, after you have elected either "Full PIP Secondary" or "Medical Expenses Only Secondary", it is determined that you or any "resident relative" did not have a health benefits plan in effect at the time an accident occurred which resulted in "bodily injury" to you or any "resident relative", medical expense benefits shall be provided to you or any "resident relative", subject to the following:
 - (1) Notwithstanding the above provisions of this Limit of Liability section, the following shall be applied.
 - (2) Any amount payable for medical expense benefits for you and any "resident relative" as a result of any one accident shall:
 - (a) Be reduced by a deductible equal to the sum of \$750 plus the deductible indicated in the Declarations: and
 - (b) Be subject to a co-payment of 20% for amounts less than \$5,000 after the deductible has been applied.
 - (c) Be determined:
 - (i) By the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
 - (ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item of expense is not included on the medical fee schedules.
 - (d) Not exceed the maximum amount payable for medical expense benefits under this policy.
 - b. All items of medical expense incurred by you or any "resident relative" for the treatment of "bodily injury" shall be "eligible expenses" to the extent the treat-

- ment or procedure from which the expenses arose:
- (1) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
- (2) Are reasonable expenses in accord with Section 4 of the New Jersey Automobile Reparation Reform Act.
- We shall be entitled to recover the difference between:
 - The reduced premium paid under this policy for the "Full PIP Secondary" or "Medical Expenses Only Secondary"; and
 - (2) The premium which would have been paid under this policy had you not elected such option.

We will not provide any premium reduction for either "Full PIP Secondary" or "Medical Expenses Only Secondary" for the remainder of the policy period.

H. The limit of liability shown in the Declarations for weekly income continuation benefits shall be prorated for any period of "bodily injury" disability less than one week.

OTHER INSURANCE

- A. No one will be entitled to duplicate payments for the same elements of loss under this or any similar insurance, including approved plans of self-insurance. If an "insured" receives benefits from another insurer, that insurer shall be entitled to recover from us its pro rata share of the benefits paid. Our pro rata share is the proportion that our liability bears to the total of all limits that apply
- B. With respect to "PIP Benefits", if there is other insurance that applies, including approved self-insurance plans, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the insurance with the highest limit of liability.
- C. With respect to "Extended Benefits" any insurance we provide under this policy shall be excess over any amounts:
 - 1. Payable; or
 - 2. Required to be provided; under any other automobile no-fault law or medical payments coverage.
- D. Health Insurance Primary Option: If the Declarations shows that you have elected either "Full PIP Secondary" or "Medical Expenses Only Secondary", the priority of payment for medical expense benefits shall be determined as set forth in the Limit of Liability provision.

ADDITIONAL GENERAL PROVISIONS

The General Provisions Section of this policy is amended for "PIP Coverage", as follows:

A. The **Our Right To Recover Payment** provision is replaced by the following:

Our Right To Recover Payment

If we make a payment under this Coverage Section and the person to or for whom payment was made recovers damages from another:

- 1. That person shall:
 - a. Hold in trust for us the proceeds of the recovery;
 - Reimburse us to the extent of our payment;
 - Execute and deliver such instruments and papers as may be appropriate to secure the rights and obligations of that person and us; and
 - d. Do nothing after loss to prejudice these rights.
- 2. We shall have a lien to the extent of such payment. We may give notice of lien to:
 - a. The person or organization causing the "bodily injury";
 - b. His agent;
 - c. His insurer; or
 - d. A court having jurisdiction.
- B. Paragraph B. of the **Policy Period And Territo- ry** provision is replaced by the following for "PIP Coverage":

Policy Period And Territory

- B. There is no policy territory limit for Coverage Q.
- C. The following is added to the **Two Or More Policies Issued To You** provision:

Two Or More Policies Issued To You

- A. This provision does not apply to "Extended Benefits".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under "Extended Benefits".

SPECIAL REQUIREMENTS FOR MEDICAL EXPENSES

A. Care Paths For "Identified Injuries" (Medical Protocols)

- 1. The New Jersey Department of Banking and Insurance has established by regulation the standard courses of diagnosis and treatment for medical expenses that result from "identified injuries". These courses of diagnosis and treatment are known as care paths. The care paths do not apply to treatment administered during "emergency care".
- Upon notification to us of a "bodily injury" covered under this policy, we will advise the "insured" of the care path requirements established by the New Jersey Department of Banking and Insurance.
- Where the care paths indicate a decision point, further treatment or the administration of a "diagnostic test" is subject to our Decision Point Review Plan.
 - A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an "identified injury".
- B. Coverage For "Diagnostic Tests"
 - In addition to the care path requirements for an "identified injury", the administration of any of the following "diagnostic tests" is also subject to the requirements of our Decision Point Review Plan:
 - a. Brain audio evoked potential (BAEP);
 - b. Brain evoked potential (BEP);
 - c. Computer assisted tomographic studies (CT, CAT Scan);
 - d. Dynatron/cyber station/cybex;
 - e. H-reflex Study;
 - f. Magnetic resonance imaging (MRI);
 - g. Nerve conduction velocity (NCV);
 - h. Somasensory evoked potential (SSEP);
 - i. Sonogram/ultrasound;
 - j. Visual evoked potential (VEP);
 - k. Any of the following "diagnostic tests" when not otherwise excluded under Exclusion C.:
 - (1) Brain mapping;
 - (2) Doppler Ultrasound;
 - (3) Electroencephalogram (EEG);
 - (4) Needle electromyography (Needle EMG);
 - (5) Sonography;
 - (6) Thermography/thermograms;
 - (7) Videofluoroscopy; or
 - Any other diagnostic test that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.

- The "diagnostic tests" listed under Paragraph B.1. must be administered in accord with New Jersey Department of Banking and Insurance regulations which set forth the requirements for the use of "diagnostic tests" in evaluating injuries sustained in an auto accident.
 - However, those requirements do not apply to "diagnostic tests" administered during "emergency care".
- 3. We will pay for other "diagnostic tests" which are:
 - Not subject to our Decision Point Review Plan: and
 - Not specifically excluded under Exclusion C. or D.;

only if administered in accord with the criteria for medical expenses as provided in this Coverage Section.

- C. Decision Point Review Plan (Plan)
 - Coverage for certain medical expenses under this Coverage Section is subject to our Decision Point Review Plan, which provides notice and procedural requirements that must be adhered to in accord with New Jersey law or regulation. We will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this Coverage Section.
 - 2. Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
 - a. The requirements of the Decision Point Review Plan only apply after the tenth day following the accident.
 - b. We must be provided prior notice as stated in our plan, with "clinically supported" findings, that:
 - Additional treatment for an "identified injury";
 - (2) The administration of a "diagnostic test" listed under Paragraph B.1.; or
 - (3) The use of durable medical equipment;

is required.

The notice and "clinically supported" findings may include a comprehensive treatment plan for additional treatment.

- 3. Once we receive such notice with the appropriate "clinically supported" findings, we will, in accord with our plan:
 - a. Promptly review the notice and supporting materials; and
 - b. If required as part of our review:
 - (1) Request any additional medical records; or
 - (2) Schedule a physical examination.

- 4. We will then determine, and notify the "insured", whether we will provide coverage for the additional treatment, "diagnostic test" or the use of durable medical equipment as indicated in our plan and within the three business day requirements specified in the New Jersey Department of Banking and Insurance regulations. Any determination to disapprove treatment will be the made by a physician. In the case of treatment prescribed by a dentist, the determination will be made by a dentist.
- 5. Any physical examination of an "insured" scheduled by us will be conducted in accord with our plan. If a written report concerning the physical examination is prepared by the "health care provider", we will make such report available to the "insured" upon request.

We may deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment for repeated unexcused failure of any "insured" to appear for a physical examination required by us, in accord with our plan.

6. Penalty.

A penalty will be imposed in accord with our approved plan if:

- a. We do not receive proper notice for treatment, "diagnostic tests" or the use of durable medical equipment as required by our Decision Point Review Plan:
- b. We are not provided "clinically supported" findings; or
- c. If any "insured" fails to use a network in accord with N.J.A.C. 11:3-4.8.

However, we will not impose a penalty where we received proper notice or are provided "clinically supported" findings and we failed to request further information, modify or deny reimbursement of further treatment, "diagnostic tests" or the use of durable medical equipment with respect to that notice or those findings in accord with our plan.

PAYMENT OF BENEFITS

- A. We may, at our option, pay any medical expense benefits or essential services benefits to the:
 - 1. "Insured"; or
 - Person or organization providing products or services for such benefits.

These benefits shall not be assignable except to providers of service benefits. Any such assignment may not be enforced un-

less the provider of service benefits agrees to:

- a. Be subject to the requirements of our Decision Point Review Plan;
- Hold an "insured" harmless for a penalty imposed by us for the failure of the provider of service benefits to adhere to the requirements of our Decision Point Review Plan;
- c. Be subject to the Dispute Resolution provision; and
- d. Comply with all duties under the policy.
- B. In the event of the death of an "insured", we will pay:
 - Any amounts payable, but unpaid prior to death, for medical expense benefits to the "insured's" estate.
 - 2. Death benefits for an "insured" who was:
 - a. An "income producer", to:
 - (1) The surviving spouse; or
 - (2) Surviving party who has entered into a civil union with the named insured legally recognized under New Jersey law; or
 - (3) If there is no surviving spouse or such surviving party, the surviving children; or
 - (4) If there are no surviving children, the "insured's" estate.
 - b. A provider of essential services, to the person who has incurred the expense of providing essential services.
 - Funeral expense benefits to the "insured's" estate.

C. VOLUNTARY NETWORKS

New Jersey statute and regulation allow us to establish networks for specified health care services and supplies, including but not limited to diagnostic testing. Our Decision Point Review Plan identifies the network(s) established by us and describes how to obtain the services provided by the network.

There will be an additional copayment of 30% applied to the "actual benefits" for all medical expenses if the services are not performed by our identified network. Nothing in this section removes the duty of an "insured" or "health care provider" to provide the medical records or appear for the scheduled physical exam as a condition of obtaining coverage under this Coverage Section.

DISPUTE RESOLUTION

A. If we and any person seeking "PIP Coverage" do not agree as to the recovery of "PIP Coverage"

under this Coverage Section, then the matter must be submitted to an internal appeal procedure and then may be submitted to dispute resolution, on the request of any party to the dispute, in accord with New Jersey law or regulation and as set forth in Paragraphs B. and C. below.

Any request for dispute resolution may include a request for review by a medical review organization

B. Internal Appeal Procedure:

If treatment, diagnostic testing or durable medical equipment is not authorized by us or if a bill has not been reimbursed to the satisfaction of the "insured" or "health care provider", the "insured" or person or entity that has a power of attorney from the "insured", or "health care provider" must file an Internal Appeal of the dispute and must await a final determination on that appeal before instituting a lawsuit or initiating the PIP Dispute Resolution Process. In accord with the Decision Point Review Plan, the Internal Appeal must be made in writing by the "insured" or "health care provider" by completing an Internal Appeal Request Form. This form will be provided at the time the claim is presented. If the appeal concerns an adverse decision with regard to the request for authorization of treatment, diagnostic testing or durable medical equipment, the appeal must be made within 30 days of the original non-certification determination.

C. External Personal Injury Protection Dispute Resolution Process:

If we and any person seeking "PIP Coverage" do not agree as to the recovery of "PIP Coverage" under this Coverage Section, then the matter may be submitted to dispute resolution, on the initiative of any party to the dispute, in accordance with New Jersey law or regulation.

Please note that unless the dispute involves a request for emergent relief, the "insured" or "health care provider" must advise us in writing of the nature of the dispute and the specific issues in dispute 14 days prior to initiating a law suit or the PIP Dispute Resolution process.

PROOF OF HEALTH BENEFITS PLAN COVER-AGE

If the Health Insurance Primary Option has been elected and the Declarations indicates that either "Full PIP Secondary" or "Medical Expenses Only Secondary" applies, you must provide proof that you and any "resident relatives" are insured by health insurance coverage or benefits in a manner and to

an extent approved by the New Jersey Department of Banking and Insurance.

EMPLOYEE BENEFITS REIMBURSEMENT

If an "insured" fails to apply for workers' compensation benefits or disability benefits for which that "insured" is eligible, we may apply to the provider of such benefits for reimbursement of any benefits we have paid under this Coverage Section.

STANDARD PERSONAL AUTO POLICY UNINSURED and UNDERINSURED MOTORISTS COVERAGE SECTION Coverage D1 – Uninsured and Underinsured Motorists Bodily Injury Coverage D2 – Uninsured and Underinsured Motorists Property Damage

Insuring Agreement

We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" because of:

- A. "Bodily injury" sustained by an "insured" and caused by an accident; and
- B. "Property damage" caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

Any judgment for damages that arises out of a suit brought without our written consent is not binding on us.

As used in this Coverage Section:

- A. "Insured" means:
 - 1. You;
 - 2. Any "resident relative";
 - Any other person "occupying" "your covered auto"; or
 - 4. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1., 2. or 3. above.
- B. "Property damage" means injury to or destruction of:
 - 1. "Your covered auto"; or
 - Any property owned by a person listed in 1.,
 or 3. of the definition of an "insured" while contained in "your covered auto".
- C. "Underinsured motor vehicle" means the following:
 - 1. With respect to an "insured" who:
 - a. Is not the named insured under this policy; and
 - Is a named insured under one or more other policies providing similar coverage;

"underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the highest applicable limit of liability under any insurance providing coverage to that "insured" as a named insured.

2. With respect to an "insured" who:

- a. Is not the named insured under this policy or any other policy; and
- Is insured as a spouse or family member under one or more other policies providing similar coverage;

"underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the highest applicable limit of liability under any insurance providing coverage to that "insured" as a spouse or family member.

3. With respect to any other "insured" not described in Paragraphs 1. or 2. above in this definition, "underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include:

- 1. An "uninsured motor vehicle".
- 2. Any vehicle or equipment:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law.
 - b. Insured under a special automobile insurance policy issued in accord with New Jersey law or regulation.
 - c. Owned by or furnished or available for the regular use of you or any "resident relative".
 - d. Owned by any governmental unit or agency.
 - e. Operated on rails or crawler treads.
 - f. Designed mainly for use off public roads while not upon public roads.
 - g. While located for use as a residence or stationary structure and not as a vehicle.
- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - 1. To which no liability bond or policy applies at the time of the accident.
 - Which, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose operator or owner cannot be identified and which hits, or causes an accident that results in "bodily injury" without hitting:
 - a. You or any "resident relative";

- b. A vehicle that you or any "resident relative" are "occupying"; or
- c. "Your covered auto".
- 3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage;
 - b. Is unable to make payment because it is or becomes insolvent or bankrupt; or
 - c. Is unable to make payment because the New Jersey Commissioner of Banking and Insurance has undertaken control of the insurer for the purpose of liquidation.
- 4. To which a special automobile insurance policy per New Jersey Statutes Section 39:6A-3.3, as amended, applies at the time of the accident.
- 5. Is a "stolen vehicle".

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 1. An "underinsured motor vehicle".
- 2. Any vehicle or equipment:
 - Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
 - b. Insured under a basic automobile insurance policy issued in accord with New Jersey law or regulation.
 - c. Owned by or furnished or available for the regular use of you or any "resident relative", except a "stolen vehicle".
 - d. Owned by any governmental unit or agency.
 - e. Operated on rails or crawler treads.
 - Designed mainly for use off public roads while not upon public roads.
 - g. While located for use as a residence or stationary structure and not as a vehicle.

Exclusions

- A. We do not provide Uninsured or Underinsured Motorists Coverage for "bodily injury" or "property damage" sustained by any "insured" who is an owner of a motor vehicle:
 - Insured under a basic or special automobile insurance policy issued in accord with New Jersey law or regulation, as amended; or
 - Required to be insured in accord with New Jersey law or regulation, as amended, but not insured for this coverage or any similar coverage.

This includes a trailer of any type used with a vehicle described in 1. and 2. above.

However, this Exclusion (A.) does not apply to you unless you are "occupying" a motor vehicle

- described in 1. and 2. above at the time of the accident.
- B. We do not provide Uninsured and Underinsured Motorists Coverage for "bodily injury" or "property damage" sustained by any "insured":
 - 1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
 - 2. While "occupying" "your covered auto" when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (B.2.) applies whether or not there is:
 - a. A passenger "occupying" the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.

This Exclusion (B.2.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.
- 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
- 4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet, rally, or timed event:
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This exclusion (B.4.) applies only while the vehicle is at a location established or used for any of the above purposes.

- 5. While "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this exclusion (B.5.) does not apply to you or a "resident relative".
- 6. For damages for pain, suffering and inconvenience that results from "bodily injury" caused by an accident involving an "uninsured motor vehicle", unless the injured "insured" has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act, as amended. The injured "insured's" legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that "insured".

- 7. For the first \$500 of the amount of "property damage" to the property of each "insured" as the result of any one accident.
- C. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer:
 - 1. Under any of the following or similar laws:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 - 2. Of property.
- D. We do not provide Uninsured or Underinsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage D1 :

The limit of liability shown in the Declarations for each person for Coverage D1 is our maximum limit of liability for all damages, including damages for care, loss of services or death, that arise out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage D1 is our maximum limit of liability for all damages for "bodily injury" that result from any one auto accident.

The limit of liability shown in the Declarations for each accident for Coverage D2 is our maximum limit of liability for all "property damage" that results from any one accident.

However, subject to our maximum limit of liability:

- 1. If:
 - a. An "insured" is not the named insured under this policy;
 - b. That "insured" is a named insured under one or more other policies providing similar coverage; and
 - c. All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that "insured", for all damages that result from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that "insured" as a named insured.

- 2. If:
 - a. An "insured" is not the named insured under this policy or any other policy;
 - b. That "insured" is insured as a:
 - (1) Spouse;
 - (2) Legally recognized civil partner; or
 - (3) Family member;

- under one or more other policies providing similar coverage; and
- c. All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that "insured", for all damages that result from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that "insured" as a:

- a. Spouse;
- b. Legally recognized civil partner; or
- c. Family member.

These limits are the most we will pay regardless of the number of:

- 1. "Insureds";
- Claims made;
- 3. Bonds or policies applicable;
- Vehicles or premiums shown in the Declarations; or
- 5. Vehicles involved in the auto accident.

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D1 and Coverage D2 :

The limit of liability shown in the Declarations for Coverage D1 and Coverage D2 is our maximum limit of liability for all damages that result from any one auto accident.

However, subject to our maximum limit of liability:

- If
 - An "insured" is not the named insured under this policy;
 - That "insured" is a named insured under one or more other policies providing similar coverage; and
 - All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that "insured", for all damages that result from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that "insured" as a named insured.

- 2. If:
 - a. An "insured" is not the named insured under this policy or any other policy;
 - b. That "insured" is insured as a:
 - (1) Spouse;
 - (2) Legally recognized civil partner; or
 - (3) Family member;

under one or more other policies providing similar coverage; and

c. All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that "insured", for all damages that result from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that "insured" as a:

- a. Spouse;
- b. Legally recognized civil partner; or
- c. Family member.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made:
- 3. Bonds or policies applicable;
- 4. Vehicles or premiums shown in the Declarations; or
- 5. Vehicles involved in the auto accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Any other coverage or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.
- D. We will not pay for any damages for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- F. With respect to an accident with an "underinsured motor vehicle", the limit of liability shall be reduced by all sums:
 - Paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Liability Coverage Section of this policy; and
 - 2. Paid because of the "property damage" under the Damage To Your Auto Coverage Section of this policy or any similar coverage under any other policy.
- G. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability.

This shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "underinsured motor vehicle".

Arbitration

- A. If we and an "insured" do not agree:
 - Whether that "insured" is legally entitled to recover damages; or
 - As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Coverage Section may not be arbitrated.

Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount recoverable by the "insured" under this policy does not exceed the minimum limit for liability specified by the financial responsibility law of New Jersey. If the amount recoverable by the "insured" under this policy exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Coverage Section of the policy:

 Any recovery for damages for "bodily injury" or "property damage" under all such policies or provisions of coverage may equal but not exceed the highest applicable limit of liability for any one vehicle under any insurance providing coverage on either a primary or excess basis.

However:

a. If an "insured" is:

- A named insured under one or more policies providing similar coverage;
- (2) Not "occupying" a vehicle owned by that "insured";

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage to that "insured" as a named insured.

- b. If an "insured" is:
 - (1) Not a named insured under this policy or any other policy; and
 - (2) Insured as a:
 - (a) Spouse;
 - (b) Legally recognized civil partner; or
 - (c) Family member; under one or more policies providing similar coverage;

then any recovery for damages for "bodily injury" or "property damage" for that "insured" may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage to that "insured" as a:

- (1) Spouse;
- (2) Legally recognized civil partner; or

- (3) Family member.
- 2. The maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.
- 3. Any insurance we provide with respect to a vehicle:
 - You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
 - Owned by you or any "resident relative" which is not insured for this coverage under this policy;

will be excess over any insurance providing such coverage on a primary basis.

- 4. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

STANDARD PERSONAL AUTO POLICY DAMAGE TO YOUR AUTO COVERAGE SECTION

Coverage E – Collision Coverage F – Comprehensive

Coverage G – Custom Equipment - Increased Limit

INSURING AGREEMENT

Coverage E – Collision Coverage F – Comprehensive

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:
 - 1. "Collision" only if the Declarations indicates that Coverage E is provided for that auto. Under this coverage, we will not pay for losses that are covered under Coverage F.
 - "Comprehensive" only if the Declarations indicates that Coverage F is provided for that auto.

If losses to more than one "your covered auto" result from the same "collision", only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

- Any "non-owned auto" caused by "collision" or "comprehensive".
- 2. "Your covered auto" caused by "collision" with a vehicle not owned by you or a "resident relative" but insured by us or any of our affiliated companies under a personal auto policy.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. As used in this Coverage Section:
 - 1. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.
 - 2. "Comprehensive" means loss to "your covered auto" or a "non-owned auto" not caused by "collision". Losses caused by the following are not "collision" losses but are "comprehensive" losses:
 - a. Missiles or falling objects;
 - b. Fire:
 - c. Theft;
 - d. Larceny;

- e. Explosion;
- f. Earthquake;
- g. Windstorm;
- h. Hail;
- i. Water;
- j. Flood;
- k. Malicious mischief;
- Vandalism;
- m. Riot:
- n. Civil commotion;
- o. Contact with bird or animal; or
- p. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- 3. "Custom equipment" means any permanently attached or installed:
 - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any:
 - (1) Private passenger auto;
 - (2) Sport utility vehicle;
 - (3) Pickup; or
 - (4) Van; or
 - b. Electronic equipment used in any:
 - (1) Private passenger auto;
 - (2) Sport utility vehicle;
 - (3) Pickup; or
 - (4) Van;

that reproduces, receives or transmits audio, visual or data signals.

"Custom equipment" does not include:

- Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or nonoriginal parts of like kind and quality;
- b. Equipment installed to make a vehicle handicap accessible; or
- A cap, cover or bedliner in or upon a pickup.
- 4. "Fungi" means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by "fungi":
 - a. Mycotoxins;
 - b. Spores;

- c. Scents; or
- d. By-products.
- 5. "Non-owned auto" means:
 - a. Any:
 - (1) Private passenger auto;
 - (2) Sport utility vehicle;
 - (3) Pickup;
 - (4) Van; or
 - (5) "Trailer";

not owned by or furnished or available for the regular use of you or any "resident relative" while in the custody of or being operated by you or any "resident relative"; or

- b. Any:
 - (1) Private passenger auto;
 - (2) Sport utility vehicle;
 - (3) Pickup;
 - (4) Van; or
 - (5) "Trailer":

you do not own, while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- (1) Breakdown:
- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.

ADDITIONAL COVERAGES

Provided there is Coverage E or Coverage F, as shown in the Declarations for "your covered auto" the following coverages apply.

A. Airbag Replacement

Under Coverage F we will pay to replace or reset an airbag that inflates due to malfunction in "your covered auto". This additional coverage does not apply to a "non-owned auto".

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

B. Child Safety Seat

In the event of a Coverage E or Coverage F covered loss where we determine that a child safety seat's integrity is compromised, we will

pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in "your covered auto" or a "non-owned auto" at the time of the covered loss.

If a covered loss occurs when the child safety seat is in a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

No deductible applies to this additional coverage.

C. Custom Equipment

We will pay up to \$1500 for "custom equipment" and any related labor and installation costs as part of a Coverage E or Coverage F covered loss. Regardless of the amount of "custom equipment" installed on "your covered auto" or a "non-owned auto", this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

If there is a covered loss to "custom equipment" on a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

D. Transportation Expenses

Under Coverage F we will pay for:

- 1. Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
- 2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

- 1. Beginning 48 hours after the theft; and
- 2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

OPTIONAL COVERAGE

Coverage G - Custom Equipment - Increased Limit

If Coverage G is shown in the Declarations for a specific "your covered auto", ADDITIONAL COVERAGE – Custom Equipment is amended for that "your covered auto" as follows:

The limit shown in the Declarations replaces the \$1500 limit for "custom equipment".

All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

- Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (1.) applies whether or not there is:
 - a. A passenger "occupying" the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.

This Exclusion (1.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.
- 2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

- 3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection;
 - f. Rebellion; or
 - g. Revolution.
- 4. Loss to "custom equipment".
- 5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
 - a. Radios;
 - b. Stereos:

- c. Tape decks:
- d. Compact disk systems;
- e. Navigation systems;
- f. Internet access systems;
- g. Personal computers;
- h. Video entertainment systems;
- i. Telephones;
- j. Televisions;
- k. Two-way mobile radios;
- Scanners: or
- m. Citizens band radios.

This Exclusion (5.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

- 6. Loss to:
 - a. Tapes;
 - b. Discs:
 - c. Chips;
 - d. Memory cards; or
 - e. Any other removable media;

used to store audio, visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.

- Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
- 8. Loss due to actual or perceived loss in market value or resale value.
- 9. Loss to "your covered auto" or any "non-owned auto" due to confiscation by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss payee shown in the Declarations for that "your covered auto".
- 10. Loss to "your covered auto" or any "non-owned auto" which occurs while participating or competing in, or practicing or preparing for any prearranged or organized:
 - a. Racing contest, meet, rally or timed event;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This Exclusion (10.) applies only while the vehicle is at a location established or used for any of the above purposes.

- 11. Loss to any "non-owned auto" when used by you or any "resident relative" without a reasonable belief that you or that "resident relative" are entitled to do so.
- 12. Loss to any "non-owned auto" while being maintained or used by any person while employed or engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

- vehicles designed for use on public highways. This includes road testing and delivery.
- 13. Loss to any "non-owned auto" being maintained or used by any person while employed or engaged in a "business" not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any "resident relative" of a "non-owned auto" which is a:
 - a. Private passenger auto;
 - b. Sport utility vehicle; or
 - c. "Trailer".
- 14. Loss to:
 - a. A "trailer", camper body or motor home which is not shown in the Declarations; or
 - b. Facilities or equipment used with any "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body or motor home.

This Exclusion (14.) does not apply to:

- a. A "trailer", and its facilities or equipment, that you do not own; or
- b. A "trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, that you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
- 15. Loss to "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply to the operation of "your covered auto" by you or a "resident relative".
- 16. Loss to, or loss of use of, a "non-owned auto" rented to:
 - a. You; or
 - b. Any "resident relative";
 - if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "resident relative", pursuant to the provisions of the rental agreement or state law.
- 17. Loss to "your covered auto" or any "non-owned auto" that arises out of the actual, alleged or threatened presence, growth or proliferation or spread of "fungi", or for any testing or remediation of "fungi". This Exclusion (17.) does not apply if the "fungi" are the direct result of a loss payable under either Coverage E or Coverage F, and such coverage applies to the loss.
- 18. The cost to re-code or replace locks in the event a key or electronic control pad for such locks is lost or stolen.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
 - Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material necessary to restore the vehicle to its preloss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:
 - a. Original equipment manufacturer replacement parts or equipment; or
 - b. Non-original equipment manufacturer replacement parts or equipment.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer", including its facilities and equipment, is \$2000.

- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 - 1. Any other Coverage Section or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.

NEW JERSEY MANDATORY INSPECTION

- A. We, or our authorized representative, have the right to inspect any:
 - 1. Private passenger auto;
 - 2. Sport utility vehicle;
 - 3. Pickup; or
 - 4. Van:

which you insure, or intend to be insured, under this Damage To Your Auto Coverage Section before any such coverage shall be effective.

- B. We do not provide any Damage To Your Auto coverages for any "newly acquired auto" you acquire during the policy period until after you:
 - 1. Notify us;
 - 2. Request coverage for that vehicle; and
 - Comply with any and all inspection requirements

However, this does not apply to a "newly acquired auto" that replaces a vehicle shown in the Declarations, but only for the three day period beginning on the date you acquire that vehicle if:

- You acquire the vehicle during the policy period; and
- 2. We provided Damage To Your Auto Coverage on the vehicle you replaced for at least 12 months prior to the date of replacement.

For each of the following which falls within the three day period, we will extend the period one day:

- 1. Saturday;
- 2. Sunday; or
- 3. New Jersey State holiday.
- C. When we require an inspection you must:
 - 1. Cooperate; and
 - 2. Make the vehicle available for inspection.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage that result from the theft. We may keep all or part of the property at an agreed or appraised value. If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

- 1. You;
- 2. The owner; or
- 3. On your behalf and with your written consent, the repairer.

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

- 1. A licensed auto repair facility with whom we have a repair arrangement; or
- 2. A licensed auto repair facility of your choice;

for any repairs to the auto. If you choose to use an auto repair facility other than one that we have an arrangement with, we will pay you in accord with the terms and conditions, including price, provided by the most generous agreement we have with any auto repair facility with whom we have a repair arrangement.

NO BENEFIT TO BAILEE

This insurance will not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss to "your covered auto", we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a "non-owned auto" will be excess over any other sources of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other physical damage insurance; or
- 3. Any other source of recovery that applies to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

SIGNATURE PAGE

This policy is signed for the member company of Travelers which is the insurer under this policy.

Wendy C. Skjerven Corporate Secretary

Wendy C. Ship

Michael Klein President Personal Insurance

Michael Klein

EXTENDED TRANSPORTATION EXPENSES

All provisions of the policy apply unless modified by this endorsement.

When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses is afforded, or to a "non-owned auto", we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

- Reasonable transportation expenses incurred by you in the event of a loss to that "your covered auto": or
- Loss of use expenses for which you become legally responsible in the event of loss to a "nonowned auto".

This coverage applies only if the loss to "your covered auto" or a "non-owned auto" is covered under Coverage E – Collision or Coverage F – Comprehensive of this policy. However, this coverage does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F – Comprehensive of this policy.

We will pay transportation expenses or loss of use expenses you become legally responsible for during a period that begins on the date:

- The vehicle is not drivable as a result of the loss; or
- 2. The vehicle is left at a repair facility if the vehicle is drivable.

Our payment for transportation expenses and loss of use expenses will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

Our payment for loss of use expenses will be excess over any optional deductible waivers or insurance purchased as part of a rental agreement.

Extended Transportation Expenses does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F – Comprehensive within Additional Coverage D. Transportation Expenses. However, when Extended Transportation Expenses applies to any "your covered auto", Additional Coverage D. Transportation Expenses is replaced by the following:

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

- Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
- 2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to the greater of the following amounts:

- 1. \$30 per day, to a maximum of \$900; or
- 2. If applicable,
 - For a "your covered auto", the amount per day to the maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for that specific "your covered auto"; or
 - b. For a "non-owned auto", the amount per day to a maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for any one "your covered auto". If the Declarations indicate more than one vehicle has Extended Transportation Expenses, the highest Extended Transportation Expenses limit applicable to any one "your covered auto" will apply.

These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

- 1. Beginning 48 hours after the theft; and
- 2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

GLASS DEDUCTIBLE

All provisions of the policy apply unless modified by this endorsement.

If a premium entry for Glass Deductible is shown in the Declarations, the Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Glass Deductible

If the Declarations indicates that Glass Deductible applies for a specific "your covered auto", we will subtract the Glass Deductible amount indicated in the Declarations for the "Glass" portion of a loss to that auto. We will subtract this amount instead of the Coverage E — Collision or Coverage F — Comprehensive deductible amount.

If the "Glass" damage is only a portion of a covered loss, the most we will subtract from the amount we will pay for the loss is the applicable Coverage $\mathsf{E}-\mathsf{Collision}$ or Coverage $\mathsf{F}-\mathsf{Comprehensive}$ deductible amount.

Definition

"Glass" as used in this endorsement means the:

- Glass used in the windshield, doors, and windows of "your covered auto" or of a "nonowned auto"; and
- 2. Glass, transparent plastic or other material used in the exterior lights or mirrors of "your covered auto" or of a "non-owned auto".

ROADSIDE ASSISTANCE COVERAGE

All provisions of the policy apply unless modified by this endorsement.

The Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Roadside Assistance Coverage

If the Declarations indicates that Roadside Assistance Coverage applies to a specific "your covered auto", our "authorized service provider" will arrange to provide the following services when that "your covered auto" is accessible and disabled within 100 feet of a paved public road, or on an accessible driveway, accessible private road or in an accessible parking facility:

- 1. Towing or flatbed services;
- 2. Winching;
- 3. Providing jump start for a dead battery;
- 4. Changing a flat tire;
- 5. Key lock-out service; and
- Delivering of supplies, including oil, water, other fluids and fuel.

We will pay for the services specified in 1. through 6. above:

- 1. Up to the mileage limit shown in the Declarations for that "your covered auto"; or
- To the nearest qualified repair facility selected by our "authorized service provider" when there is no repair facility available within the mileage limit shown in the Declarations under Roadside Assistance Coverage for that "your covered auto".

We do not cover the cost of supplies, replacement parts, fuel, other fluids, or any labor performed at a service or repair facility.

Our "authorized service provider" will determine whether a vehicle, driveway, private road or parking facility is accessible.

For policies with a:

- Six month policy term, coverage is limited to no more than 4 disablements for each vehicle shown in the Declarations to which this coverage applies.
- 2. Twelve month policy term, coverage is limited to no more than 8 disablements for each vehicle shown in the Declarations to which this coverage applies.

If there is a disablement to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. However the disablement of a "non-owned auto" shall not increase the maximum number of disablements as shown in 1. or 2. above.

In the event:

- 1. You decide not to use our "authorized service provider"; or
- 2. Our "authorized service provider" is unable to arrange Roadside Assistance services;

we will reimburse you only for reasonable charges as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

As used in this endorsement:

"Authorized service provider" means a service provider contracted by us, at no charge to you, to procure roadside assistance services on our behalf and as described in this endorsement.

Roadside Assistance Coverage through our "authorized service provider" is available in:

- 1. The continental United States:
- 2. Alaska:
- 3. Hawaii: and
- 4. Canada.

No deductible applies to this coverage.

PRIVACY NOTICE

Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we're insuring. This Privacy Notice describes the types of information about you ("personal information") we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

What type of information do we collect?

You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:

- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.

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How do we use your personal information?

We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.

Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.

When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.

How do we share your personal information?

We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.

We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.

We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.

How do we protect your personal information?

We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.

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How can I review and correct the personal information you have about me?

If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.

You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.

For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.

This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates.

This notice may be amended at any time. The most current version will be posted on Travelers.com.

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Important Notice about Billing Options and Disclosures

This notice contains important information about our billing options and charges for policy 609431061 206 1.

You have chosen to pay your insurance premium in monthly installments by Electronic Funds Transfer (EFT). Please note that a service charge of \$2.00 will apply per installment. In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Electronic Funds Transfer (EFT) to Bill by Mail / Email.

If your billing needs change, you may pay your premium by:

Bill Plan	Monthly	Pay in Full
Electronic Funds Transfer (EFT)	\$2.00	No Charge
Recurring Credit Card (RCC)	\$2.00	No Charge
Bill by Mail / Email	\$5.00	No Charge

Late Charge: \$10.00 per occurrence

Payments returned by your bank: \$15.00 per occurrence

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 1-530-274-3102.

NEW JERSEY AUTO INSURANCE BUYER'S GUIDE





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WHERE DO I START?

Car insurance is required in New Jersey. Whether you are buying a new insurance policy or renewing your current policy, you must make many decisions about what coverage you need and how much you can pay. The following guide outlines how to make choices that work for you.

UNDERSTAND YOUR NEEDS. Do you rent or own your home? Do you have assets to protect (including income from your job)? Will your own health insurance cover auto accident injuries? How much insurance coverage can you afford? These are some of the questions you should ask yourself before choosing a specific coverage plan.

UNDERSTAND YOUR OPTIONS. Use this guide to learn about the words and phrases used in auto policies. Know the many coverage options. Review the different benefits of each option.

UNDERSTAND CONSUMER PROTECTIONS. As a New Jersey auto insurance consumer, you have rights. You have a right to fair and equal treatment, and you have the right to get the information you need to make informed decisions.

- Agents, brokers and companies must inform you of your coverage options when applying for a new
 policy, or at any time upon your request if you are already insured. You have the right to know how each
 choice may affect what you pay and what your benefits would be in the event of an accident. You always
 have the right to ask about additional options.
- You can shop for auto insurance at any time not just when your policy is up for renewal, and if you find a better price, you can cancel your old policy and seek a refund of your unused premium.
- You have the right to change your coverages and policy limits at any time, even if you are not near your renewal date. If you select options that save you money, you have a right to a refund of your unused premium within 60 days.

UNDERSTANDING YOUR POLICY

Types of Coverages

Insurance policies use terms that may be unfamiliar to the average driver. It is useful to understand what these terms mean so you can make better, more informed decisions about your coverage.

COVERAGES – Your auto insurance policy is divided into different coverages based on the type of claim that will be paid to you or others.

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These **COVERAGES** are:

PERSONAL INJURY PROTECTION – Otherwise known as "PIP," this is your medical coverage for injuries you (and others) suffer in an auto accident. PIP pays if you or other persons covered under your policy are injured in an auto accident. It is sometimes called "no-fault" coverage because it pays your own medical expenses *no matter who caused the auto accident*. PIP has two parts – (1) coverage for the cost of treatment you receive from the hospitals, doctors and other medical providers and any medical equipment that may be needed to treat your injuries and (2) reimbursement for certain other expenses you may have because you are hurt, such as lost wages and the need to hire someone to take care of your home or family.

LIABILITY – This coverage pays others for damages from an auto accident that *you cause*. It also pays for a lawyer to defend you if you are sued for damages that *you cause*.

There are two kinds of liability coverage: **BODILY INJURY** and **PROPERTY DAMAGE.**

BODILY INJURY LIABILITY COVERAGE - Pays for claims and lawsuits by people who are injured or die as a result of an accident *you cause.* (**See page 7 for lawsuit options**). It compensates others for pain, suffering and economic damages, such as lost wages.

This coverage is typically given as two separate dollar amounts: (1) an amount paid per individual and (2) an amount paid for total injuries to all people injured in any one accident that you cause. It can sometimes be purchased as a **combined single limit**, which offers a maximum limit of protection per accident of **bodily injury** and **property damage** liability combined.

PROPERTY DAMAGE LIABILITY COVERAGE – Pays for claims and lawsuits by people whose property is damaged as a result of an auto accident *you cause*. (May also be purchased as a **combined single limit with bodily injury liability coverage**.)

UNINSURED MOTORIST COVERAGE – Pays you for property damage or bodily injury if you are in an auto accident caused by an *uninsured motorist*.

UNDERINSURED MOTORIST COVERAGE – Pays you for property damage or bodily injury if you are in an auto accident *caused by a driver who is insured, but who has less coverage than your underinsured motorist coverage.*

EXAMPLE OF UNDERINSURED MOTORIST COVERAGE

Jane purchases \$100,000 in liability coverage and \$100,000 in underinsured motorist coverage. Sam purchases only \$15,000 in liability coverage. Sam crashes his car into Jane's car, causing \$25,000 in damages. Sam's insurance company pays \$15,000 of the damages, while Jane's insurance company pays the remaining \$10,000 from her underinsured motorist coverage.

COLLISION COVERAGE – Pays for damages to your vehicle as the result of a collision with another car or other object.

COMPREHENSIVE COVERAGE – Pays for damage to your vehicle that is not a result of a collision, such as theft of your car, vandalism, flooding, fire, or a broken windshield. However, it will pay if you collide with an animal.

UNDERSTANDING YOUR POLICY

Standard and Basic Policies

There are two common types of auto insurance policies in New Jersey. They are referred to as **STANDARD** and **BASIC**. Both offer options as well.

STANDARD POLICY – The Standard Policy provides a number of different coverage options and the opportunity to buy additional protection. The Standard Policy is the type of policy chosen by most New Jersey drivers.

BASIC POLICY – The Basic Policy usually costs significantly less than a Standard Policy, but provides limited benefits. It is not for everyone, but it does provide enough coverage to meet the minimum insurance requirements of New Jersey law. The Basic Policy could be an option for those with few family responsibilities and few assets to protect (including income from a job).

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SPECIAL POLICY FOR MEDICAID RECIPIENTS ONLY

The Special policy is a new initiative to help make limited auto insurance coverage available to drivers who are eligible for Federal Medicaid with hospitalization. Such drivers can obtain a medical coverage-only policy at a cost of \$365 a year. For more information, ask your agent or company representative or call the Department of Banking and Insurance at 1-800-446-7467.

The chart **below** compares the differences between the **STANDARD** and **BASIC** policies:

COVERAGE	STANDARD POLICY	BASIC POLICY
BODILY INJURY LIABILITY	As low as: \$15,000 per person, \$30,000 per accident As high as: \$250,000 per person, \$500,000 per accident	Coverage is not included, but \$10,000 for all persons, per accident, is available as an option
PROPERTY DAMAGE LIABILITY	As low as: \$5,000 per accident As high as: \$100,000 or more	\$5,000 per accident
PERSONAL INJURY PROTECTION	As low as: \$15,000 per person or accident As high as: \$250,000 or more Up to \$250,000 certain injuries* regardless of selected limit	\$15,000 per person, per accident Up to \$250,000 for certain injuries*
UNINSURED/ UNDERINSURED MOTORIST COVERAGE	Coverage is available up to amounts selected for liability coverage	None
COLLISION	Available as an option	Available as an option (from some insurers)
COMPREHENSIVE	Available as an option	Available as an option (from some insurers)

^{*} permanent or significant brain injury, spinal cord injury or disfigurement or for medically necessary treatment or other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following an accident and until the patient is stable, no longer requires critical care and can be transferred to another facility in the judgment of the physician.

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UNDERSTANDING YOUR POLICY

What are Limits and Deductibles?

LIMITS - The maximum dollar amount the insurer will pay following an auto accident. Limits vary with each coverage within the policy.

DEDUCTIBLES – Payments you have to make *before* the insurer pays. For example, a \$750 deductible means that you pay the first \$750 of each claim.

EXAMPLE

John has a car accident. His repair shop estimates the cost of repairs at \$2,000. John pays \$750 of the bill and his insurance company pays the remainder.

UNDERSTANDING YOUR OPTIONS

Personal Injury Protection (PIP)

Choosing a higher deductible may save you money on your premium. **DEDUCTIBLE OPTIONS** – In addition to any savings you may realize from how much coverage you buy, deductibles also provide savings and opportunities. Cost savings can be achieved by choosing higher deductibles. Thus, if you feel you need a high level of PIP coverage but want to reduce your premium, you can save money by agreeing to pay more out-of-pocket through a higher deductible amount you choose. No matter what deductible you choose, there is also a 20 percent co-payment for medical expenses between the deductible selected and \$5,000. That means you pay 20 percent, and your insurer pays 80 percent.

EXAMPLE

Sam and Jane each have an accident that results in \$10,000 of medical expenses. Sam chose the minimum \$250 deductible. He pays the \$250 deductible plus the \$950 (20 percent of the \$4,750 that is left of the first \$5,000) and the insurer pays the remaining \$8,800. Jane chose the \$2,500 PIP deductible for a 25 percent reduction in the PIP premium. She pays the first \$2,500 as the deductible. She also pays \$500 (20 percent of the \$2,500 that is left of the first \$5,000) and the insurer pays the remaining \$7,000.

HEALTH CARE PRIMARY – Cost savings can also be achieved by using your own health insurance as a primary source of coverage in the case of injury related to an auto accident. Before selecting this option, you should find out if your health insurance will cover auto accident injuries and how much coverage is provided. *MEDICARE and MEDICAID cannot be used* for Health Care Primary option.

EXTRA PIP PACKAGE COVERAGE – These are additional benefit options provided under the **STANDARD POLICY.**

INCOME CONTINUATION – If you cannot work due to accident-related injuries, this coverage pays lost wages, less Temporary Disability Benefits you may receive if your disability prevents you from working, up to the amount you select.

ESSENTIAL SERVICES – Pays for necessary services that you normally do yourself, such as cleaning your house, mowing your lawn, shoveling snow or doing laundry if you are injured in an auto accident.

DEATH BENEFIT – In the case of death, family members or estates will receive any benefits not already collected under the income continuation and essential services coverages.

FUNERAL EXPENSE BENEFIT – Pays for reasonable funeral expenses up to the limit you select if you die as a result of an auto accident.

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UNDERSTANDING YOUR OPTIONS

Uninsured/underinsured Motorist Coverage

UNINSURED MOTORIST COVERAGE – Pays you if you are in an auto accident caused by a driver who does not have the minimum level of insurance required by the law. Claims that you would have made against the uninsured driver who caused the accident are paid by your own policy. *Uninsured motorist coverage does not pay benefits to the uninsured driver*.

UNDERINSURED MOTORIST COVERAGE – Pays you if you are in an auto accident caused by a driver who is insured, but who has less coverage than your underinsured motorist coverage. Damages greater than the limits of the other driver's policy are covered by your policy up to the difference between the limits of your underinsured motorist coverage and the other driver's policy limit.

If you choose the STANDARD POLICY:

A minimum amount of the Uninsured/Underinsured Motorist Coverage is required. You can purchase higher limits if you want more coverage.

UNDERSTANDING YOUR OPTIONS

Comprehensive Coverage/Collision Coverage

COMPREHENSIVE (also known as comp or other than collision) and COLLISION coverage are not required by law, but may be required under the terms of an automobile leasing or financing contract.

Collision coverage pays you for damage that *you cause* to your automobile. You can also make a claim under your own collision coverage for damage to your car from an auto accident *you did not cause*. This may take less time than making a property damage liability claim against the driver who caused the auto accident. Your insurer then seeks reimbursement (subrogation) from the insurer of the driver who caused the auto accident.

Comprehensive coverage pays you if your automobile is stolen or for damage to your automobile caused by things not covered under collision coverage, such as vandalism, flooding, fire, a broken windshield or damage from an animal.

DEDUCTIBLE – The **STANDARD** deductible for comprehensive and collision coverage is \$750. Higher and lower deductibles are available as options. Higher deductibles can reduce your premium.

NAMED DRIVER EXCLUSION – Prevents certain drivers on your policy from being covered by collision and/or comprehensive coverage on a specific automobile. This can lower your premium, but if the excluded driver operates the automobile and is involved in an auto accident, you are not insured for collision and/or comprehensive coverage; which means you could be personally responsible.

If you choose the STANDARD POLICY:

Comprehensive and **Collision Coverage** are always available as **options** of the **STANDARD POLICY**.

If you choose the BASIC POLICY:

Insurers are not required to provide these options in the BASIC POLICY.

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For the **STANDARD POLICY**, you must make a choice about the rights you will have if you are injured in an automobile accident. (The **BASIC POLICY** *includes* the **LIMITED RIGHT TO SUE** option.)

IMPORTANT

The choice you make affects how much your insurance will cost and what claims will be paid in the event of an accident.

The choice you make regarding your right to sue another driver applies to you, your spouse, children and other relatives living with you who are not covered under another automobile insurance policy.

The **UNLIMITED RIGHT TO SUE** and **LIMITED RIGHT TO SUE** options only cover lawsuits for "pain and suffering" or non-economic losses. Your medical expenses and some economic losses for injuries in auto accidents will be paid up to the limits of your PIP coverage and are not affected by the choice you make here.

UNLIMITED RIGHT TO SUE – Under the No Limitation on Lawsuit Option, you retain the right to sue the person who caused an auto accident for pain and suffering for *any* injury.

LIMITED RIGHT TO SUE - By choosing the limitation on Lawsuit Option, you agree *not* to sue the person who caused an auto accident for your pain and suffering *unless* you sustain one of the permanent injuries listed below. (Choosing this option *does not* affect your ability to sue for economic damages such as medical expenses and lost wages.)

- loss of body part
- significant disfigurement or significant scarring
- a displaced fracture
- loss of a fetus
- permanent injury (Any injury shall be considered permanent when the body part or organ, or both, has not healed to function normally and will not heal to function normally with further medical treatment based on objective medical proof.)
- death



WARNING: Insurance companies or their producers or representatives shall not be held liable for your choice of lawsuit option (Limited Right to Sue or Unlimited Right to Sue) or for your regarding amounts and types of coverage. You cannot sue an insurance company or its producers or representatives if the Limited Right to Sue option is imposed by law because no choice was made on the coverage selection form. Insurers and their representatives this producers lose can limitation on liability for failing to act in accordance with the law. See N.J.S.A. 17:28-1.9 for more information.

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POLICY OPTIONS CHART

COVERAGES	Options That Cost Less	What Most Drivers Choose	Options That Cost More
LIABILITY - Bodily Injury and Property Damage	\$35,000; \$50,000; \$100,000	\$300,000	\$500,000
PERSONAL INJURY PROTECTION (PIP)			
Medical Expense Limit	\$15,000; \$50,000; \$75,000; \$150,000	\$250,000	Some insurers may offer more than \$250,000
Medical Deductible	\$500; \$1,000; \$2,000; \$2,500	\$250	
Extra PIP Options: Income Continuation, Essential Services, Death Benefit and Funeral Expense Benefit	You can decline the Extra PIP Package	Most consumers choose the Extra PIP Package	Packages may be available in higher amounts
Health Insurer for PIP Option	Choose your own health insurer	Most consumers do not choose their own health insurer	
UNINSURED/ UNDERINSURED MOTORIST COVERAGE	\$35,000; \$50,000; \$100,000	\$300,000	\$500,000
COLLISION COVERAGE DEDUCTIBLE	\$750; \$1,000; \$1,500; \$2,000	\$500	\$50; \$100; \$150; \$200; \$250
COMPREHENSIVE COVERAGE DEDUCTIBLE	\$750; \$1,000; \$1,500; \$2,000	\$500	\$50; \$100; \$150; \$200; \$250
LAWSUIT OPTION		Limitation on Lawsuit Option	No Limitation on Lawsuit Option

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WHERE TO GET MORE INFORMATION AND HELP

This Buyer's Guide is intended to provide general information to help you make coverage choices. It is not a substitute for the policy language, which governs. Additional information regarding coverages or premiums is available from the insurer or producer.

Contact the Department of Banking and Insurance on the Web: www.dobi.nj.gov

by phone:

(609) 292-7272 or the Consumer Hotline at 1-800-446-7467

by mail at:

NJ DOBI P.O. Box 471 Trenton, NJ 08625-0471

or in person at:

NJ DOBI 20 West State Street Trenton, NJ 08608

If you have any questions concerning your automobile insurance policy, you may contact your Travelers agent or you may call Travelers toll free at 1-877-872-8651 (TRAVNJ1). If you are insured as a member of an employer, association or credit union sponsored account, you may contact your insurance representative, or you may call Travelers at 1-800-542-0764.

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Important Information About Your New Jersey Auto Insurance Premium

In accordance with New Jersey law we are providing you with this notice explaining the manner in which your automobile insurance premium is determined. Many factors are used to develop your classification and policy premium.

Information Used to Rate Your Policy

A. Coverages and Territory

The coverages you purchase as well as the location or territory where the vehicle is garaged are two important items considered in rating.

B. Household Composition

All currently rated eligible drivers in the household are evaluated as a whole for certain risk factors. We take into account the following information for eligible drivers in the household; insurance score, the number of vehicles to drivers, number of married or youthful drivers, the age and gender of each driver and their accident and driving history.

C. Underwriting Tier

Each policy is also assigned an Underwriting Tier or level as part of the pricing of the policy. The tier is determined based on specific underwriting standards. Some examples of the items used to determine the Underwriting Tier include insurance score, accidents, convictions, claims and prior insurance history.

D. Vehicle Variables

Items specific to each vehicle insured on your policy are also considered when determining a price. Some examples include the coverage limits and options purchased for each vehicle, presence of deductibles and amounts, each vehicle type and model year, how each vehicle is used (pleasure or business), IntelliDrive Policy Score and annual mileage driven.

E. Expense Determination

An expense total is computed for each policy allocated to that policy. The expense accounts for the general expenses associated with the policy.

F. Discounts/Credits

The following discounts will appear on your policy only if applicable:

Safe driver, good student, driver training, multi-car, affinity discount, early quote discount, continuous insurance discount, good payer discount, hybrid vehicle discount, electric vehicle discount, new car discount, defensive driver credit, anti-theft device, multi-policy and homeownership discount, paid in full discount, electronic payment discount, IntelliDrive enrollment discount.

Why Your Premium May Be Adjusted

Any changes to the following may affect your policy premium:

- The number, type, and age of the vehicles insured on the policy
- How the vehicles are used, including annual mileage and IntelliDrive Policy Score
- The age, marital status, and number of drivers insured on the policy
- The driving records of the drivers listed on the policy
- Losses and at fault accidents incurred by any listed drivers or permissive users
- The coverages, limits, and deductibles selected
- The garaging location of the vehicles
- The addition/removal of policy discounts



Automobile Accident

CLAIM GUIDE (Keep this in your car)

What to do if . . .

... You're in an accident!

At the scene of the accident

Be sure to take down the following information:

- 1. Other car owner's/driver's name, address, phone number, license number and insurance carrier name and policy number.
- 2. Other car's year, make, model, license plate and vehicle identification number.
- 3. Witnesses' name, address and phone number.
- 4. Contact the police and get the department's name and case number.
- 5. If your car is towed, obtain the name, address and phone number of the tow company.

Immediately report your claim to Travelers.

Call your agent or, Call our TOLL-FREE # 1-800-252-4633

After your claim has been reported, our Claim Department will contact you to give you your file number, claim handler's name and phone number, rental car information, and answers to your coverage questions such as deductible amounts and liability limits.

Glass Claims

Travelers has a network of premier glass shops only a phone call away. To set up an appointment:

- 1. Phone 1-800-CLAIM33 (1-800-252-4633).
- 2. Our customer service representative connects you with one of our network glass shops.
- 3. The glass shop schedules fast repair/replacement either at the shop or, at your option, your home or office.
- 4. You get quality service from auto glass professionals plus a national warranty and a 100% satisfaction guarantee.
- 5. The bill is sent directly to Travelers.

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Getting your car repaired - Direct Repair Program

For your convenience and to expedite the repair process, Travelers offer to their policyholders a selection of preapproved auto body shops throughout the state.

Direct Repair Program (DRP)

The advantages of using DRP are:

- 1. **SPEED** no need to wait for an appraiser to make an appointment to inspect your car and create an estimate of damages.
- 2. **EASY** car repairs may begin as soon as you authorize them.
- 3. **CONVENIENT** DRP shops are located in many areas throughout New Jersey, close to your home or place of business.
- 4. **GUARANTEED** all work done by the DRP shops is guaranteed to meet industry standards.

Should you choose to utilize a non DRP shop, contact Travelers Claim Unit and your claim representative will order an appraisal at the location of your choice.

Obtaining A Rental Car

If you purchased rental reimbursement coverage from Travelers, and your car is inoperable due to a collision loss for more than 24 hours or 48 hours after a theft loss, we can assist you in securing a rental vehicle.

Our Claim Department has a Rental Car Company representative in-house to answer rental car availability questions during business hours. If you prefer, you may call Enterprise Rentals directly:

1-800-RENT-A-CAR

COMMONLY ASKED QUESTIONS

- **Q.** How is it determined if my car is a "Total Loss"?
- **A.** If repairs for your car are more than the Actual Cash Value (ACV), the car is termed "totaled", and you will be paid the ACV, less any deductible. Travelers will comply with NJ Department of Insurance regulations to determine the ACV.
- Q. Should I send my medical bills to the insurance company of the one who is at fault in the accident?
- **A.** No, NJ law dictates that you submit your bills to your OWN insurance carrier (either your Personal Injury Protection (PIP) through Travelers, or your health coverage, if you opted it to be primary). Beyond emergency care, check with your policy to find out if PRE-CERTIFICATION is required for continued medical treatment.
- **Q.** What if I am sued for an accident?
- **A.** Immediately send the summons and Complaint to our Claim Department, attaching a cover note including your file and policy number. The suit will be directed to an experienced litigation Technical Specialist, who will answer your questions in detail.

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USE OF CREDIT INFORMATION DISCLOSURE

An insurer is required to disclose to its customers whether credit information will be obtained on the applicant or insured and used as part of the insurance scoring process.

This notice is to inform you that Travelers will obtain and use credit information on you as a routine part of the insurance scoring process.

If credit information is obtained or used on the applicant or insured, we are required to inform the applicant or insured of the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. We may provide this information with this disclosure or in a separate notice.

Credit information is any credit related information derived from a credit report itself or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute an insurance score.

Insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer. The types of factors that go into developing the insurance score are:

- Payment history
- · Bankruptcy, foreclosures and collection activity
- · Length of credit history
- Amount of outstanding debt in relation to credit limits
- Types of credit in use (i.e. mortgages, installment loans)
- Number of new applications for credit

Insurance score does not consider race, religion, gender, ethnicity, age, income and residency.

If you have questions regarding this disclosure, or feel that your score has been impacted by an extraordinary life event (e.g. death of an immediate family member, medical collections, dissolution of marriage, temporary loss of employment, identity theft, catastrophic illness, etc.), please feel free to contact your agent or service representative.

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Third Party Designee Notice - Named Insureds who Are 62 Years of Age or Older

If you are a named insured on this policy and at least 62 years of age, you may assign a third party designee to any insurance policy you have with us. This means when you are mailed any of the following types of notices, a copy will also be sent to your third party designee:

- notice of cancellation
- notice of nonrenewal
- notice of conditional renewal

By designating another person (such as a family member, friend, or attorney) to receive these notifications, someone additional will receive these important notices if, for any reason, you are unavailable to receive your mail.

To make a third party designation, or replace a current third party designee on your policy, please complete and return this form. It must be signed by you and your third party designee, and mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, to this address:

Travelers P.O. Box 59059 Knoxville, TN 37950-9059

Your designation will become effective within 10 business days after we receive this completed form.

Please note:

- If you previously assigned a third party designee to this policy, that person's name is shown on your policy's Declarations page.
- You may terminate the third party designation by sending written notification to us. The third party may terminate their designation by sending both you (the named insured) and us written notification. Notifications to us should include the Named Insured's policy number.

If you have questions about making, replacing or terminating a third party designation, please call your insurance agent or Travelers representative.

A	CCEPTANCE
, a Named Insured, request a third party designee	for this policy:
Named Insured	
Type of Policy	Policy Number
Third party designee's name	
Address	
This is a new designation.	This replaces my current designation.
Named Insured's signature	Date
I accept, as a Third Party Designee, to receive or renewal on behalf of the Named Insured above. notification to both the Named Insured and the insu	copies of notices of cancellation, nonrenewal and conditional If I decide to terminate my designation, I must send written irer.
Designee's signature	Date
Please return the completed form to	o Travelers and retain a copy for your records.

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IMPORTANT NOTICE

CLAIMS INTERNAL APPEAL PROCEDURE

THE FOLLOWING APPEAL PROCEDURE IS AVAILABLE FOR ALL CLAIMS EXCEPT AUTOMOBILE INSURANCE PERSONAL INJURY PROTECTION COVERAGE CLAIMS

New Jersey law and regulation provides claimants with the right to appeal disputed insurance claims when the **"final"** offered claim settlement remains unacceptable to the claimant. A disputed insurance claim is any offer of settlement made by the company which is, in whole or in part, rejected or refused by the claimant.

In the event that you wish to appeal a disputed claim, you must submit a written request to the company at the address shown below. All appeals will be rendered within 10 business days from receipt of the appeal provided that no additional information is required of the panel, and a final written determination will be mailed to you no later than 3 business days after the final determination is made. This appeal procedure is not available for Personal Injury Protection Coverage claims.

Internal appeals must be sent by United States Postal Service, via facsimile transmission or delivered personally to the following address to ensure prompt and accurate handling:

Travelers
Internal Appeals Panel
P.O. Box 1900
Morristown, NJ 07962-1900
Fax: 1-877-786-5568

Your request must include the basis by which you believe the final offered claim settlement is unacceptable and include all supporting documentation you would like reviewed by the company's Internal Appeals Panel prior to rendering their determination.

After the hearing, if you are not satisfied with the final determination rendered by the Internal Appeals Panel, you may then appeal the decision to the Office of the Insurance Claims Ombudsman at the address below:

Office of the Insurance Claims Ombudsman Department of Banking and Insurance P.O. Box 472 Trenton, New Jersey 08625-0472 Telephone: (800) 446-7467 Telefax: (609) 292-2431

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IMPORTANT NOTICE

Dear Insured/Claimant:

It is important that you read this notice carefully. It provides specific information regarding how a medical claim under your personal injury protection coverage will be handled, including requirements you and/or your medical provider must follow in order to ensure payment for medically necessary treatment, tests and durable medical equipment over \$50 that you or an eligible injured person may incur as a result of an automobile accident.

Please be advised that if you are injured in an automobile accident you must report the claim to us as promptly as possible after the accident. Your notice to us must include the facts surrounding the accident, the nature and cause of any injury, the diagnosis and the anticipated course of treatment. You may contact us by telephone to advise us of the accident, by calling (800) 842- 2475 and/or fax the required information to (866) 296-4180. Failure to provide us with the required information within 30 days of the accident may result in a co-payment penalty that would significantly reduce the amount of reimbursement for eligible charges for medically necessary expenses that would otherwise be payable.

Emergency care or any medically necessary treatment provided during the 10 days immediately following the accident is not subject to Decision Point Review or Precertification; however only treatment that is medically necessary and related to the claim will be reimbursed.

How the Plan Works

The Decision Point Review/Precertification Plan ("Plan") is designed to manage utilization of medically necessary treatment rendered in connection with an automobile injury claim that is covered by a Travelers policy.

Decision Point Reviews will be performed as required by the New Jersey Department of Banking and Insurance ("NJDOBI") Care Paths for Identified Injuries. Identified Injuries are those that the NJDOBI has determined to be suitable for medical treatment protocols. These treatment protocols, called Care Paths, are standard courses of treatment for soft tissue injuries and injuries of the neck and back. The evaluation points within a Care Path are referred to as Decision Points. At such Decision Points in your treatment, your provider must supply us with information regarding intended treatment including clinically supported findings regarding such treatment. Once we receive complete information from a provider, we will make a determination about the continuation of or choice of, further treatment for an Identified Injury. We will also determine whether one of the diagnostic tests listed in N.J.A.C. 11:3-4.5(b) should be performed for both Identified Injuries and all other injuries. Travelers uses standard professional treatment protocols when making medical necessity determinations. Any determination to disapprove treatment will be the made by a physician, and in the case of treatment prescribed by a dentist, a dentist will make the determination.

In addition to Identified Injuries, there are some other treatments and services under the Plan that must be precertified prior to administration. All medical necessity determinations will be based upon the clinical information provided to us by the provider or claimant. Requests for treatment review and any information supporting the medical necessity of the treatment or services must be sent to Travelers for review prior to any treatment being rendered and in a reasonable time to allow for review in order to obtain Coverage. Those treatments that are not subject to Decision Point Review but that do require Precertification under the Plan before being administered are:

- 1. Non-emergency inpatient or outpatient hospital care;
- 2. Non-emergency surgery performed at a hospital, outpatient surgical center, provider's office, etc.
- 3. Physical, occupational, speech, cognitive or other restorative therapy or body part manipulation treatment, including manipulation under anesthesia, except for that treatment for Identified Injuries in accordance with Decision Point Review;
- 4. All outpatient psychological/psychiatric testing and/or services:
- 5. All pain management services except as provided for Identified Injuries in accordance with Decision Point Review, including but not limited to:

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- i. Acupuncture;
- ii. Nerve blocks,
- iii. Manipulations under anesthesia;
- iv. Epidural steroid injections;
- v. Biofeedback;
- vi. Trigger point injections;
- vii. Anesthesia when performed in conjunction with invasive techniques
- viii. Radio frequency/rhyzotomy
- ix. Implantation of spinal stimulators or spinal pumps
- x. TENS units (transcutaneous electrical nerve stimulation)
- xi. PENS units (percutaneous electrical nerve stimulation); and
- xii. Electro-acupuncture devices;
- 6. Treatment for carpal tunnel syndrome;
- 7. Treatment testing and/or DME relating to temporomandibular disorders and oral facial syndrome;
- 8. Durable medical equipment (including orthotics and prosthetics) with a cost or monthly rental in excess of \$50;
- 9. Non-emergency dental restoration;
- 10. Any procedure that uses an unspecified CPT; CDT; DSM IV; HCPCS codes;
- 11. Home health care;
- 12. Extended rehabilitation facilities:
- 13. Bone scans:
- 14. Prescriptions, including but not limited to, Schedule II, III and IV Controlled Substances, as defined by the Drug Enforcement Administration when prescribed for more than three(3) times in a row, for a time period of more than ninety (90) days, or more than three (3)times in one (1) year or in excess of \$50 for a single fill and/or a thirty (30) day supply;
- 15. Infusion therapy;
- 16. Vax-D/DRX type devices;
- 17. Transportation Services in excess of \$50;
- 18. Brain Mapping other than provided under Decision Point Review;
- 19. Podiatry;
- 20. Audiology;
- 21. Computerized muscle testing;
- 22. Work hardening;
- 23. Current perceptual testing;
- 24. Temperature gradient studies;
- 25. Interoperative neuromonitoring;
- 26. Videonystagmography ("VNG"), nystagmus, vestibular, balance or cognitive testing;
- 27. CAT/mylogram; or
- 28. Discogram.

A provider must submit a Comprehensive Treatment Plan for approval before rendering treatment. If the treatment plan is approved, the provider must seek further approval only for those treatments or services not encompassed on the Attending Provider Treatment Form.

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Reviews will be completed within 3 business days from receipt of the request for review and sufficient clinically supported findings justifying the treatment. Review time is calculated beginning on the day following the date of request and ends at the close of business on the third business day following the start of the review. Regular business hours are Monday through Friday 8:00 AM to 5:00 PM, EST/EDT. A business day does not include Saturdays, Sundays, legal holidays or days that the office is closed due to severe weather, mandatory evacuation or a State of Emergency.

Reviews may result in the following actions:

- Authorization of the requested treatments or services;
- Modification or partial approval of the requested treatments or services where the information submitted is incomplete and/or fails to provide clinically supported findings to establish medical necessity;
- Request for additional documentation from the attending providers when the submitted documentation is illegible;
- Notification that the request for review cannot be processed because it is incomplete due to the lack
 of, or an incomplete, Attending Provider Treatment Form. An Attending Provider Treatment Form is
 considered incomplete if it lacks information that is vital to determine medical necessity, is not signed
 by the treating provider of the proper specialty, and/or is undated;
- Schedule a physical examination of the claimant because the request for review did not provide sufficient medical documentation necessary to make a determination; or
- Denial of the requested treatments or services. Denials are issued when medical necessity is not established; this includes when insufficient medical documentation submitted.

Independent Medical Examinations

An independent medical examination is a physical examination of the claimant. If such an exam is requested:

- 1. It will be scheduled within seven (7) calendar days of the determination notice being provided to you that stated that a physical exam is required to determine medical necessity of a proposed treatment or services, unless you agree to an extension of time. Calendar days are calculated beginning on the date following the day of the request and end the appropriate number of days later at 5:00 PM, EST/EDT. However, if the last day of the review calculation falls on a Saturday, Sunday or legal holiday, the last day of review is deemed to be the following weekday or non-legal holiday day.
- 2. Notice of the date, time and location of the exam will be provided to you, and your designee, if noted. The notice of the examination will include details of the consequences for more than one unexcused failure to attend. If the examination is missed, a notice will be sent with a rescheduled appointment. Upon the second failure to attend an exam, notification will immediately be sent to you, your designee, and any treating providers for the requested or related treatments contained in the Attending Provider Treatment Plan form stating that all future treatment, diagnostic testing, durable medical equipment or prescription drugs required for the treatment, diagnosis or related diagnosis contained in the Attending Provider Treatment Plan form, will not be reimbursable due to failure to comply with the Plan.
- 3. It will be conducted by a provider in the same discipline as your treating provider.
- 4. It will be conducted at a location reasonably convenient to you.
- 5. You must bring valid government issued photo identification (for example, driver's license, passport, U.S. military ID, or permanent resident card) to the exam.
- 6. If you do not speak English, an interpreter of legal age must accompany you to the exam.
 - Travelers will not provide an interpreter or reimburse for this expense.
- 7. You must provide copies of all medical records, diagnostic studies, and other pertinent information related to your injuries to the provider conducting the exam prior to or at the time of the exam.
- 8. You must fully cooperate with the provider conducting the exam and may be asked to bring specific prescribed DME items to the exam.

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The following will result in an unexcused failure to attend the IME:

- 1. Failure to present valid government issued photo identification (for example, driver's license, passport, U.S. military ID, or permanent resident card) to the provider conducting the exam at the time of the exam.
- 2. Failure to be accompanied by an interpreter of legal age if the claimant is non-English speaking. Travelers will not pay for any interpreter fees and/or costs.
- 3. Failure to attend any of the scheduled exam appointments for any unexcused reason.
- 4. Failure to provide to the provider conducting the exam with medical records, diagnostic studies, and other pertinent information related to the claimant's injuries before or at the time of the scheduled exam.
- 5. Failure to obtain approval from Travelers to reschedule the exam at least three (3) full business days prior to the originally scheduled appointment. Approval shall be at the sole discretion of Travelers.

Except for non-emergent tests, surgery, procedures performed in ambulatory surgical centers, outpatient facilities and/or hospitals and invasive dental procedures, treatment may proceed while the exam is being scheduled and until the results become available. However, only medically necessary treatment will be reimbursable pursuant to the policy of insurance. You, your designee and your treating provider will be notified of a determination as soon as possible but no later than three (3) business days following the exam. Copies of any written reports prepared in conjunction with the exam will be provided to you upon written request.

Voluntary Networks

In accordance with N.J.A.C. 11:3-4.8, the Plan includes voluntary networks for:

- 1. Magnetic Resonance Imaging (MRI)
- 2. Computer Assisted Tomography (CT/CAT Scans)
- 3. Needle Electromyography (needle EMG), H-reflex and nerve conduction velocity (NCV) tests *
- 4. Somatosensory Evoked Potential (SSEP)
- 5. Visual Evoked Potential (VEP)
- 6. Brain Audio Evoked Potential (BAEP)
- 7. Brain Evoked Potential (BEP)
- 8. Nerve Conduction Velocity (NCV)
- 9. H reflex Study
- 10. Electroencephalogram (EEG)
- 11. Durable Medical Equipment with a cost or monthly rental in excess of \$50
- 12. Services, equipment or accommodations provided by an ambulatory surgery facility.
 - * except when performed together by the treating physician.

Claimants and providers are sent information on how to access a list of the network providers:

- 1. Once Travelers receives a Decision Point Review or Precertification request for one of the above specified goods and/or services, and
- 2. When either the Plan or the Precertification process results in the authorization of one of the above specified goods and/or services

For information regarding available network providers, the claimant and/or provider may access the following website www.travelers.com/claims/claim-services.aspx, or call (888) 776-8280. If a claimant or provider does not use a network provider to obtain the above specified goods and/or services, they will be assessed a co-payment of thirty percent (30%) of the eligible charges.

As required by NJAC 11:3-4.8(d)4, the voluntary networks that are part of the Travelers plan are approved as part of a workers' compensation managed care organization.

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Penalties for Non-Compliance

Failure to report a claim or to provide any requested claim information to Travelers as promptly as possible following an accident will result in the following co-payment penalties:

- 25% co-payment penalty for notice that is provided 30 59 days after the loss; and
- 50% co-payment penalty for notice that is provided 60 or more days after the loss.

Failure to request a Decision Point Review or Precertification where required or failure to provide clinically supported findings that support the treatment, diagnostic test or durable medical equipment requested shall result in a co-payment of 50 percent (50%) of the eligible charge for medically necessary diagnostic tests, treatments or durable medical goods that were provided between the time notification to Travelers was required and the time proper notification was made and Travelers had a reasonable opportunity to respond (3 business days) in accordance with its approved Decision Point Review Plan.

Internal Appeal Procedure

As a condition precedent to filing arbitration or litigation, a provider who has accepted an assignment, or any claimant, must submit a written request to appeal any and all disputes. This includes but is not limited to claims for unpaid medical bills for medical expenses and for unpaid goods and/or services not authorized and/or denied in the Decision Point Review and Precertification processes.

All appeals must be submitted using the forms established by the NJDOBI in accordance with NJAC 11:3-4.7(d) and posted on the NJDOBI's website. All forms must be fully completed, including the claim number, date of loss, claimant name and clearly identify the adverse decision(s)/contested issue(s) that is (are) the basis for the appeal. Treatment appeals must specifically explain the reason the treatment request should be reconsidered and, if applicable, provide supporting medical/dental documentation and/or test results that were not submitted with the original request for treatment. It is not necessary to resubmit documentation previously submitted.

Internal appeal requests must be faxed to (866) 296-4180. Requests sent by any other means or to any other facsimile number will not be considered.

Pursuant to NJAC 11:3-4.7B, only one-level of appeal is required for each appealed issue before initiating the Dispute Resolution process or filing an action in Superior Court. The following are the two (2) types of internal appeals:

- 1. Pre-Service Appeals of Decision Point Review and/or Precertification denials or modifications prior to the performance or issuance of the requested medical procedure, treatment, diagnostic test, other service and/or durable medical equipment (collectively known as "services"). These appeals must be made no later than 30 days after receipt of a written denial or modification of requested services. Submission of documentation/information identical to the initial material submitted in support of the original request will not be accepted as a request for appeal. Provided that additional necessary medical documentation/information has been submitted, a response to the reconsideration request shall be made within 14 days after receipt of the pre-service appeal form and any supporting documentation. If it is determined that peer review or an Independent Medical Examination is appropriate, this information will be communicated within 14 days as well.
- 2. Post-Service Appeals subsequent to the performance or issuance of the services, including but not limited to, bill disputes, Decision Point Review/Precertification penalties and coding discrepancies. These appeals must be submitted at least 45 days prior to initiating alternate dispute resolution pursuant to N.J.A.C. 11:3-5 or filing an action in Superior Court. Submission of documentation/information identical to the original material submitted will not be accepted as a request for appeal. Provided that additional documentation/information has been submitted, a response shall be issued by the insurer to the provider who submitted the appeal no later than 30 days after receipt of the appeal form and any supporting documentation. If a claimant or provider retains counsel to represent them during the Internal Appeal Procedure, they do so strictly at their own expense. No reimbursement will be issued for counsel fees or any other costs, regardless of the outcome of the appeal.

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Dispute Resolution

Disputes that have not been resolved via the Internal Appeal Procedure may be submitted through the Personal Injury Protection Dispute Resolution process governed by N.J.A.C. 11:3-5. As of the filing of this plan, the NJDOBI has assigned Forthright as the administrator of the Personal Injury Protection Dispute Resolution process. If the NJDOBI changes the administrator, information about the new administrator will be available on the NJDOBI web site and this Plan shall remain in full force and effect. The process can be initiated by contacting Forthright at (732) 271-6100 or toll-free at (888) 881-6231. Information is also available on Forthright's Web site, www.nj-nofault.com. We retain the right to file a Motion to remove any Superior Court action to the Personal Injury Protection Dispute Resolution process.

Unless the dispute involves a request for emergent relief, failure to utilize the Internal Appeal Procedure prior to initiating litigation or the Personal Injury Protection Dispute Process will invalidate an assignment of benefits.

Assignment of Benefits

Benefits under the Plan will not be assignable except to providers of service for a covered claim. Payments will be made directly to a provider *only* if the provider completes the Conditional Assignment of Benefits form. As a condition of Assignment of Benefits, the medical provider must agree to the following:

- Comply with all of the requirements of the Decision Point Review Plan and terms and conditions of the Travelers policy;
- Comply with all requests from the Travelers for additional information concerning the presentation of the claim including but not limited to the submission of medical records that include a clinically supported findings for the diagnosis, causal relationship to the accident, Care Plan and, if necessary, submit to Examinations Under Oath;
- Submit all disputes in accordance with the Plan's Internal Appeal Procedure. Only after final
 determination of the Internal Appeal Procedure will the medical provider institute litigation or initiate
 the Personal Injury Protection Dispute Resolution Process and hold the Travelers harmless with
 regard to legal fees and costs incurred for failure to comply with the Internal Appeal Procedure;
- Hold harmless the claimant for any co-payment penalty or reduction of payment for services caused by the provider's failure to comply with the terms of the Plan, insofar as the medical provider will not seek reimbursement for such penalty from the claimant for any unpaid portion of the bill attributable to such failure to comply with this Plan.

If you would like additional information regarding Decision Point Review or Precertification, information is available on the Internet on the New Jersey Department of Banking and Insurance website at www.ni.gov/dobi/aicrapg.htm. If you are a claimant, you can receive additional information by calling your claims designee.

This summary does not change or alter coverage provided under your policy. Please read your policy for all terms, conditions and exclusions that apply to coverage. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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35. SIGNATURE OF PROVIDER

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PATIENT INFORMATION 6. LAST NAME 7. FIRST NAME 8. MIDDLE INITIAL 9. D	ERSE DECISION DATE OF LOSS
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☐ APTP DECISION/RESPONSE ☐ INDEPENDENT MEDICAL EXAM REPORT ☐ PEER REVIEW REPOR	RT
□ AUDIT REPORT □ NETWORK TERMINATION DOCUMENT □ PPO CONTRACT	
OTHER SUPPORTING DOCUMENTS (Describe):	
POST-SERVICE APPEAL ISSUES	
30. EOB ID 31. TOTAL BILL REIMBURSEMENT 32. EXPECTED BILL REIMBURSEMENT 33. **BILL LEVEL APPEAL CO	CODE(S) 1-10
34. DATE(S) OF SERVICE 35. CPT, HCPCS, NDC 36. LINE LEVEL REIMBURSE 37. LINE LEVEL EXPECTED 3	
FROM TO AMOUNT REIMBURSE AMOUNT	CODE(S) A-S
MM DD YY MM DD YY	
*Indicates minimum documents required that must be included with the submission of this form with ADDITIONAL/NEW supporting records	s only
** Indicates sections that should be completed using the letter(s)/number(s) that correspond to the reason codes on the back of this form	- ···· y

FRAUD PREVENTION - NEW JERSEY WARNING

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

PROVIDER STATEMENT

I HAVE PERSONALLY COMPLETED OR REVIEWED THIS FORM	M. THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
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39. SIGNATURE OF PROVIDER	40.DATE

NEW JERSEY PIP POST-SERVICE APPEAL REASON CODES

		_	
	BILL LEVEL APPEAL CODES		LINE LEVEL APPEAL CODES
1	Improper Deductible Applied	Α	Improper Application of Fee Schedule Amount
2	Improper Co-pay Applied	В	Improper Application of Modifier Reduction
3	Improper Interest Applied	С	Improper Application of Multiple Reduction Calculation
4	Interest Due - Payment Not Made Timely	D	Improper Application of Daily Max Cap Calculation
5	Bill Processed Under Wrong Patient	Е	Improper use of National Correct Coding (NCCI)
6	No Response To Bill Submitted Post 60 Days	F	Improper Application of U&C Amount
7	Improper Application of Coordination of Benefits	G	Improper Application of PPO Amount
8	Improper Use of PPO - Not Participating In Network	Н	Improper Application of Pre-cert Penalty Co-pay
9	Improper Use of PPO - Terminated From Network	ı	Improper Application of Voluntary Network Penalty Co-pay
10	Improper Denial Based on Coverage Investigation	J	Improper Application of Prospective Medical Necessity Denial
		K	Improper Application of Retrospective Medical Necessity Denial
		L	Improper Application of Bill Audit Reduction
		М	Improper Application of Medical Code Review Reduction
		Ν	Improper Application of Peer Review Reduction
		0	Improper Application of IME Reduction
		Р	Improper Application of Missing Supportive Medical Records Denial
		Q	Improper Application of Coordination of Benefits
		R	Data Capture Error Caused Improper Reimbursement
		S	No Response to Services Billed

ATTENDING PROVIDER TREATMENT PLAN

INITIAL SUBMISSION ☐ FOLLOW-UP SUBMISSION DATE SUBMITTED /ear TYPE OR PRINT LEGIBLY CLAIM #: PATIENT INFORMATION POLICYHOLDER INFORMATION (if different) 11. DATE OF ACCIDENT 1. PATIENT'S NAME POLICYHOLDER'S NAME Initial Initial 12. IS PATIENT'S CONDITION 2. PATIENT'S ADDRESS (No. Street) 15. POLICYHOLDER'S ADDRESS (No. Street) RELATED TO: 3. CITY 4. STATE A. EMPLOYMENT? 16. CITY 17. STATE YES NO 5. ZIP CODE 6. TELEPHONE # (Include Area Code) B. AUTO ACCIDENT? 18. TELEPHONE # (Include Area Code) 19. ZIP CODE YES NO 8. SEX C. OTHER ACCIDENT? 20 RELATIONSHIP TO PATIENT 7. PATIENT BIRTHDATE □ M □ F YES NO 13. IS PATIENT UNABLE TO WORK? 9. INSURANCE COMPANY ☐ NO ☐ YES 10. POLICY NUMBER PROVIDER INFORMATION 21. NAME OF TREATING PROVIDER 22. TAX I.D. 23. NPI 24. SPECIALTY 25. FACILITY OR OFFICE NAME **IFirst** I Initial 26. FACILITY/OFFICE ADDRESS (No. Street) 27. CITY 28. STATE 29. ZIP CODE 30. TELEPHONE # (Include Area Code) 31. EMAIL ADDRESS 32. FAX # (Include Area Code) 33. INITIAL DATE OF TX 34. DATE OF LAST VISIT 35. PATIENT MEDICAL HISTORY. HAS PATIENT EVER HAD ANY OF THE FOLLOWING SERVICES? CHECKMARK THOSE APPLICABLE BELOW. (*NOTE-ALL BOXES CHECKED REQUIRE A BRIEF DESCRIPTION OF SERVICE AND DATE PROVIDED ON SEPARATE ATTACHMENT) ☐ MEDICATIONS ☐ MRI SURGERY X-RAY ☐ DIAGNOSTIC TEST ☐ EXISTING CONDITIONS COMORBIDITIES ☐ OTHER 36. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below using Diagnosis Pointer in section 38 below) 9 10 C. D. Ε. G. Н. 37. CHECK APPROPRIATE CARE PATH (if applicable) CP4 □ СР6 □ CP3 CP5 □ CP1 CP2 PROPOSED COURSE OF TREATMENT AS IT RELATES TO THIS MVA 38. DATE(S) OF REQUEST PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) FROM TΩ SPINAL INJECTION DIAGNOSIS **EQUIPMENT** DURATION **FREQUENCY** FREQUENCY POINTER Unilateral | Bilateral DD DD CPT/HCPCS Purchase Rental TOTAL UNITS MM YY MM YY (Times per visit) (Visits per week) (# of weeks)

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PROVIDER STATEMENT

I HAVE PERSONALLY COMPLETED AND PREVIEWED THIS FORM. THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

☐ INCLUDE SUPPORTING DOCUMENTS

Travelers

Direct Repair Program (DRP)

PRE-APPROVED AUTO BODY SHOPS

	SHOP NAME	ADDRESS	CITY	PHONE
ATLANTIC	Action Auto Body	14 12th Street	Hammonton	609-561-0736
	Kerbeck Collision Ctr.	Blackhorse Pike @ Rt 9	Pleasantville	609-646-7100
BERGEN	Adams Auto Body Inc. B & C Auto Service Inc.	125 Saddle River Avenue 27 Union Avenue	S. Hackensack Rutherford	973-473-4093 201-438-8975
	Car Kraft Autobody	188 W. Forest Avenue	Englewood	201-816-0404
	Class A Autobody	40 Railroad Avenue	Hackensack	201-488-3777
	D & C Chevrolet	59 West Mahan Street	Tenafly	201-567-3334
	Darmochwal Auto Body	75 Woodbine Street	Bergenfield	201-385-5229
	Exclusive Auto Collision	75 S Franklin Tpke	Ramsey	201-785-1116
	H & Z Auto Body	2205 State Hwy 4 East	Fort Lee	201-461-0652
	Hans Autobody	440 Pulis Avenue	Franklin Lakes	201-891-0013
	J & J Auto Main't	145 A Hopper Avenue	Waldwick	201-444-0601
	Lyndhurst Auto Body	111 Park Avenue	Lyndhurst	201-939-2133
	Main Auto Body	650 Outwater Lane	Lodi	973-340-9884
	Mazzola's Auto Body	195 Passaic Avenue	Garfield	973-471-3635
	Midland Park Auto Body	158 Godwin Avenue	Midland Park	201-444-5564
	Mizzoni's Auto Body	178 Rt. 46 East	Lodi	973-777-7115
	Proline Autobody	545 River Dr	Elmwood Park	201-398-1512
	Ricca Auto Body	212 River Street	Hackensack	201-488-8423
	Ridgewood Vehicle Co	246 South Broad Street	Ridgewood	201-445-6137
	Tri-Boro Auto Body	5 - 35 Saddle River Road	Fair Lawn	201-791-4118
	Valley Body & Fender	89 Woodland Avenue	Westwood	201-664-1818
BURLINGTON	Brian's Auto Body	1549 Rt 38	Mt. Holly	609-261-1800
	Burns Pontiac	Rt 70	Marlton	856-983-3311
	Coll Max of Cinnaminson	811 Route 130	Cinnaminson	856-829-1982
	Fante's Auto Body	101 Fort Dix Road	Pemberton	609-894-4737
	Holman Lincoln-Mercury	Route 38 & 73	Maple Shade	856-235-8902
	CollisionMax of Marlton	22 W. Main Street	Marlton	856-983-1313

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COUNTY	SHOP NAME	ADDRESS	CITY	PHONE
CAMDEN	Beacon Auto Body Coll Max of Blackwood Coll Max Of Westmont Collision Max of Sicklerville Maple Shade Mazda	6712 S Cresent Blvd 1864 Chews Landing 6 W Cuthbert Blvd Rd 2 Box 848C 3000 Route 42	Pennsauken Blackwood Westmont Sicklerville Sicklerville	856-662-3077 856-228-1200 856-854-4888 856-227-0100 856-875-0200
CAPE MAY	Bob's Auto Body Rio Auto Body Kindle Body Shop Eddie's Auto Body	401 W. Rio Grande Ave 2702 Rt 9 525 Stone Harbor Blvd 637 Route 9	Wildwood Rio Grande Cape May Court House Erma	609-729-1219 609-463-8444 609-465-5000 609-884-4613
CUMBERLAND	E & M Auto Body Fred Bianco Auto Body RK Chevrolet Coll Center Ralph's Body Shop Tomlin Bros., Inc. Tomlin Bros., Inc.	Box 232 Route 49 1791 South Delsea Drive 502 N Delsea Drive 903 Strawberry Avenue 996 Steep Run Rd Buck and Oak Street	Shiloh Vineland Vineland Vineland Millville Millville	856-455-6046 856-691-8030 856-696-8400 856-697-2369 856-785-0390 856-825-0623
ESSEX	Delavan Auto Body Frank's Auto Body Gold Crest Auto Body Greenfield Auto Service Modern Auto Body Newark Auto Body Service	8-10 Delavan Place 817 Passaic Avenue 2 Courtlandt & Mill St. 201-3 Sussex Avenue 410 Valley Street 589 Ferry Street	Belleville West Caldwell Belleville Newark South Orange Newark	973-759-3796 973-227-3938 973-759-6777 973-482-1895 973-763-1149 973-589-7456
Concierge CLAIMSM	Parkway Auto Body	95 Park Avenue	Nutley	973-667-0167
GLOUCESTER	Ace Ford George's Auto Body (Pitman)	487 Mantua Avenue 75 Commerce Avenue	Woodbury Pitman	856-848-8300 609-589-1955
	Steve's Auto Repair	3220 Rt 42	Sicklerville	856-629-1367
HUDSON	Afton Auto Body & Fender Community Garage Inc.	322 Kearny Avenue 6911 Park Avenue	Kearny Guttenberg	201-997-0110 201-861-2044
Concierge CLAIMSM	Continental Cars	486 Tonnelle Avenue	Jersey City	201-451-8943
CEAMON	Ray Mees Auto Coach Russell's Auto Body Sernio's Auto Body	7718 Tonnelle Avenue 64 - 66 West 22nd Street 896 Communipaw Avenue	North Bergen Bayonne Jersey City	201-869-2286 201-437-0160 201-795-1673
	Sip Automotive Victor's Auto Body Rick's Auto Body	280 Sip Avenue 6708 Kennedy Blvd 10 Schuyler Ave.	Jersey City W. New York Kearny	201-434-0676 201-854-2897 201-997-9700

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COUNTY	SHOP NAME	ADDRESS	CITY	PHONE
HUNTERDON	B & B Auto Body Inc.	1810 Rt 31 North	Clinton	908-638-8133
	Dave's Flemington Coll	129 Hwy 202	Ringoes	908-788-3820
	Ken's Auto Body	1269 Route 12	Frenchtown	908-996-6319
MERCER	Mack's Collision	574 Rt 130 South	East Windsor	609-448-1923
	Princeton Nassau Conover	902 Rt 206	Princeton	609-921-6400
	Rico's Auto Body	601 Rt 130	Robbinsville	609-585-4343
	Trenton Carstar	1704 South Olden Avenue	Trenton	609-890-6789
	Baker Chrysler Auto Body	1045 State Rd (Rte 206)	Princeton	609-924-3082
Concierge CLAIMSM	Branning's Princeton Auto Body	875 State Rd (Rte 206)	Princeton	856-703-2340
MIDDLESEX	Crosstown Auto Body, Inc.	310 Handy Street	New Brunswick	732-249-9199
	Dayton Toyota	2291Rte 130	Dayton	732-329-2900
	R & C Auto Rebuilders	3330 Park Avenue	So Plainfield	908-757-1933
	V & F Auto Body	20 Prospect Street	Metuchen	732-321-6919
	Walter's Auto Body	502 Raritan Street	Sayreville	732-727-3660
	Woodbridge Auto Body	821 Rahway Avenue	Woodbridge	732-634-6363
MONMOUTH	Allentown Auto Body	P O Box 577	Allentown	609-259-3316
	Anthony's Auto Body	195 Newmann Springs Rd	Shrewsbury	732-842-0145
	Branning Auto Body	98 Crow Hill Road	Freehold	732-462-2909
	County Line Auto Body	278 Alexander Avenue	Howell	732-363-5904
	Damiano Collision	225 West Avenue	Long Branch	732-229-2991
	Franklin Auto Body Inc.	14 Wood Avenue	Englishtown	732-786-8666
	Holmdel Auto Body Inc.	1617 Wyckoff Road	Farmingdale	732-919-7889
	Holmdel Auto Body Inc.	220 Rt 34	Holmdel	732-946-8388
	Jost Garage	1502 Rt 138	Wall	732-681-0115
	Marlboro Auto Body	13 Vanderburg Road	Marlboro	732-780-0404
	Monmouth Auto Body 1	181 South Main Street	Neptune	732-774-6635
	Monmouth Auto Body II	228 Parker Avenue	Manasquan	732-223-7600
	Ryan's Auto Body	47 Cindy Lane	Ocean	732-493-4071
	V & F Auto	6 Cass Street	Keyport	732-739-6202

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COUNTY	SHOP NAME	ADDRESS	CITY	PHONE
MORRIS	Chatham Collision Dales Custom Auto Denville Bear Denville Bear Grecco Auto Body Karl's Body Shop Ken's Auto Body Motion Auto Body Motion Auto Body Stager's Auto Body Terry's Auto Body Mercedes Benz of Morristown	41 North Passaic Avenue 108 East Avenue 297 RT 46 228 East Blackwell Street 268 Rt 46 East 6 Cobb Place 1262 Route 46 772 Rt 15 North 111 Ledgewood Avenue 107 Park Avenue 715 Rt 10 East 155 E. Hanover Ave	Chatham Hackettstown Denville Dover Dover Morristown Ledgewood Jefferson Netcong Lincoln Park Whippany Morristown	973-635-9428 908-850-4225 973-627-4080 973-989-1420 973-366-3800 973-539-0009 973-584-7875 973-663-9191 973-347-4759 973-694-1983 973-386-1300 973-525-1177
OCEAN	Carlson's Auto Body Causeway Ford Coury's Body Shop, Inc. Denville Bear Body Service Jacks Auto Body New Egypt Auto Body, Inc.	707 Bennetts Mills Road Rt 72 East 223 S. Main Street 1430 Rt 88 1920 Route 37 E 8 North Main Street	Jackson Manahawkin Barnegat Lakewood Toms River New Egypt	732-928-1515 609-597-8083 609-698-6522 732-370-1314 732-929-4500 609-758-7183
PASSAIC	Armando Auto Body G & C Auto Body Jersey Auto Body Robertiello's Auto Body Tony's Auto Body II, Inc. Van's Auto Body Citro's Auto Body Ben's Auto Body	801-803 Main Avenue 302-310 Broadway 2124 Hamburg Tpke 149-153 West Broadway 84 Union Blvd 901 High Mountain Road 745 Hamburg Turnpike 309 Belmont Ave.	Passaic Passaic Wayne Paterson Totowa North Haledon Pompton Lakes Haledon	973-773-0078 973-471-5428 973-835-1191 973-956-0387 973-942-3555 973-427-3780 973-835-1451 973-790-7868
SALEM	George's Auto Body	101 Heilman Ave.	Bridgeport	856-241-0774
SOMERSET	Amwell Autobody	138 US Hwy 206	Hillsborough	908-526-6300
SUSSEX	American Automotive Country Classic Auto Body Fonzarelli's Collision & Auto Franklin Sussex Auto Body Murch Auto Body Vernon Valley Auto Body	12 Paulinskill Lake Rd 76 Route 639 24 Route 206 Bldge 24 209 Rt 23 N 241 Spring Street 3 Warren Drive	Newton Sussex Augusta Hamburg Newton Vernon	973-383-8838 973-875-7007 973-579-5550 973-827-1676 973-383-9796 973-827-5600

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COUNTY	SHOP NAME	ADDRESS	CITY	PHONE
UNION	Benner's Auto Body	606 South Avenue	Cranford	908-276-1111
	Collision Pros, Inc.	663 Route 22 West	Hillside	908-688-7766
	Covi Auto Body	1206 Mary Street	Elizabeth	908-354-9200
	J & E Auto Body	1183 Raritan Road	Clark	732-574-9133
	Kenilworth Auto Body	636 N Michigan Avenue	Kenilworth	908-687-8653
	Linden Auto Body	740 E Elizabeth Avenue	Linden	908-486-9100
	Niros Body Art Coll Center	6 South Avenue	Garwood	908-789-0330
	Sevell's Auto Body	320 Windsor Avenue	Westfield	908-232-8887
	Summit Truck Body	50 Franklin Place	Summitt	908-277-4342
	Union Collision	640 Rahway Avenue	Union	908-964-1212
	Plains Auto Body Inc.	2380 Beryllium Rd.	Scotch Plains	908-232-6140
WARREN	Dale's Custom Auto	108 East Avenue	Hackettstown	908-850-4225
	H & K and Sons	135 South 5th Street	Phillipsburg	908-387-1080
	Red's Body Shop	Rt 31 North	Washington	908-689-1093
	Warren County Collision Center	1175 Rt 22 West	Phillipsburg	908-859-6440

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