

# BASIC PERSONAL AUTOMOBILE POLICY - NEW JERSEY

## IMPORTANT NOTICE

THIS POLICY DOES NOT PROVIDE COVERAGE FOR BODILY INJURY LIABILITY IN THE STATE OF NEW JERSEY. HOWEVER, BODILY INJURY LIABILITY MAY BE ADDED BY ENDORSEMENT.

THIS POLICY DOES NOT PROVIDE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE IN ANY OTHER STATE. HOWEVER, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, WHICH COMPLIES WITH COMPULSORY INSURANCE OR SIMILAR LAWS REQUIRING A NONRESIDENT TO MAINTAIN INSURANCE WHENEVER THE NONRESIDENT USES A VEHICLE IN THAT STATE, HAS BEEN ADDED BY ENDORSEMENT. THE BODILY INJURY ENDORSEMENT WILL ONLY PROVIDE THE LEAST REQUIRED MINIMUM AMOUNTS AND TYPES OF COVERAGE.

THIS POLICY DOES NOT PROVIDE COVERAGE FOR DAMAGE TO YOUR AUTOMOBILE.

THIS POLICY DOES NOT PROVIDE UNINSURED/UNDERINSURED MOTORISTS COVERAGE.

## AGREEMENT

In return for payment of the premium and subject to all terms of this policy, we agree with you as follows:

## DEFINITIONS

A. Throughout this policy, “**you**” and “**your**” refer to:

1. The “**named insured**” shown in the Declarations: and
2. The spouse; or
3. A party who has entered into a civil union with the “**named insured**” legally recognized under New Jersey law;

if a resident of the same house-hold.

If the spouse or party who has entered into a civil union with the “**named insured**” ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or such party will be considered “**you**” and “**your**” under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or such Party's change of residency;

2. The effective date of another policy listing the spouse or such party as a named insured; or

3. The end of the policy period.

B. “**We**”, “**us**” and “**our**” refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type “**auto**”, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and

2. For a continuous period of at least 6 months.

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

D. “**Business**” includes trade, profession or occupation.

E. “**Family member**” 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.

- F. **“Occupying”** means in, upon, getting in, on, or out.
- G. **“Property damage”** means physical injury to, destruction of or loss of use of tangible property.
- H. **“Trailer”** means a vehicle designed to be pulled by a:
  1. Private passenger **“auto”**; or
  2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** Above

- I. **“Your covered auto”** means:
  1. Any vehicle shown in the Declarations.
  2. A **“newly acquired auto”**.
  3. Any **“trailer”** you own.
  4. Any **“auto”** or **“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.

- J. **“Newly acquired auto”**:
  1. **“Newly acquired auto”** means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger **“auto”**; or
    - b. A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a load capacity of less than 1,500 lbs.; 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 or equipment; or
  - (b) For farming or ranching.

2. Coverage for a **“newly acquired auto”** is provided as described 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 a **“newly acquired auto”** will begin at the time you request the coverage.

- a. For any coverage provided in this policy, a **“newly acquired auto”** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **“newly acquired auto”** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a **“newly acquired auto”** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

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## PART A - PROPERTY DAMAGE LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay up to \$5,000 in damages for **“property damage”** for which any **“insured”** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **“insured”**. 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 for this coverage has been exhausted by payments of judgments or settlements. We have no duty to defend any suit or settle any claim for **“property damage”** not covered under this policy.
- B. **“Insured”** as used in this Part means:
1. You or any **“family member”** for the ownership, maintenance or use of any **“auto”** or **“trailer”**.
  2. Any person using **“your covered auto”**.
  3. For **“your covered auto”**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
  4. For any **“auto”** or **“trailer”**, other than **“your covered auto”**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **“family member”** for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the **“auto”** or **“trailer”**.

### SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **“property damage”** covered under this policy. Coverage will also apply to accidents involving **“bodily injury”**, if such **“bodily injury”** coverage is endorsed to 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 for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

### EXCLUSIONS

- A. We do not provide Property Damage Liability Coverage for any **“insured”**:
1. Who intentionally causes **“property damage”**.
  2. For **“property damage”** to property owned or being transported by that **“insured”**.
  3. Using a vehicle without reasonable belief that that **“insured”** is entitled to do so. This exclusion **(A.3.)** does not apply to a **“family member”** using **“your covered auto”** which is owned by you.
  4. For **“property damage”** to property:
    - a. Rented to;
    - b. Used by; or
    - c. In the care of ;  
that **“insured”**.This exclusion **(A.4.)** does not apply to **“property damage”** to a residence or private garage.
  5. For that **“insured’s”** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to share-the-expense car pool.
  6. While employed or otherwise 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 “family member”; or
- c. Any partner, agent or employee of you or any “family member”.

7. Maintaining or using any vehicle while that “insured” is employed or otherwise 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. Pickup or van; or
- c. “Trailer” used with a vehicle described in a. or b. above.

8. For “property damage” for which that “insured”:

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

- B. We do not provide Property Damage Liability Coverage for the ownership, maintenance or use of:

- 1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.
- 2. Any vehicle, other than “your covered auto”, which is:
  - a. Owned by you; or

- b. Furnished or available for your regular use.

3. Any vehicle, other than “your covered auto” which is:

- a. Owned by any “family member”; or
- b. Furnished or available for the regular use of any “family member”.

However, this Exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:

- a. Owned by a “family member”; or
- b. Furnished or available for the regular use of any “family member”.

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any pre-arranged or organized racing or speed contest.

5. Any vehicle, which is insured under a Standard Auto Policy.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this Coverage is our maximum limit of liability for “property damage” resulting from any one “auto” accident. This is the most we will pay regardless of the number of:

- 1. “Insureds”;
- 2. Claims made;
- 3. Vehicles or premium shown in the Declarations; or
- 4. Vehicles involved in the “auto” accident.

- B. No one will be entitled to duplicate payments for the same element of loss under this coverage and Personal Injury Protection Coverage provided by this policy.

#### FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility for property damage and/or personal injury protection, this policy shall comply with the law to the extent required.

## OTHER INSURANCE

If there is other applicable property damage liability and/or Personal Injury Protection Insurance we will pay only our share of the loss. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, we will

provide primary property damage liability and Personal Injury Protection Insurance for a vehicle you do not own if the vehicle is leased by you under a written lease agreement and you have agreed to provide coverage for your operation of the vehicle.

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## PART B - PERSONAL INJURY PROTECTION

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### SCHEDULE

#### I. BASIC PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit of Liability
Medical Expenses	Up to \$15,000 per person per accident

Note: The Limit of Liability under this Part notwithstanding, a limit up to \$250,000 per person per accident is available for an “insured” for medical expenses resulting from “catastrophic injury treatment”. “Catastrophic injury treatment” means “medically necessary” treatment of permanent or significant brain injury, spinal cord injury or disfigurement or for “medically necessary” treatment of other permanent or significant injuries rendered at a trauma center or acute care hospital.

#### II. MEDICAL EXPENSE BENEFITS DEDUCTIBLE

Unless otherwise indicated on the Declarations, medical expense benefits applicable to the “named insured” and “family members” shall be subject to a deductible of \$250 per accident.

#### III. MEDICAL EXPENSE BENEFITS CO-PAYMENT

Medical expense benefits applicable to the “named insured” and “family members” are subject to a co-payment of 20% for amounts payable between the applicable deductible and \$5,000.

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#### I. DEFINITIONS

The Definitions Section is amended as follows:

A. The following definitions are replaced, if appearing in the underlying policy, or added:

1. “**Bodily Injury**” means bodily harm, sickness or disease, including an “**identified injury**” or death that results.

2. “**Your covered auto**” means an “**auto**”:

a. For which the “**named insured**” is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act.

b. To which property damage liability coverage under this policy applies; and

c. For which a specific premium is charged.

B. The following definitions are added:

5. “**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 used as a public or livery conveyance;

c. 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.
2. **"Catastrophic injury treatment"** means medical expenses incurred for **"medically necessary"** 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"**.
3. **"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 exists to justify ordering the treatment or test;
  - b. Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
  - c. Considered any and all previously performed tests that:
    - (1) Relate to the injury and the results; and
    - (2) which are relevant to the proposed course of treatment or test; and
  - d. Recorded and documented these observations, positive and negative findings and conclusions on the **"insured's"** medical records
4. **"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.
5. **"Emergency care"** means all **"medically necessary"** treatment of 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;
  - b. Serious impairment to bodily functions; or
  - c. 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.
6. **"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. Hospitals 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;
  - b. Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including

- 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) Chiropractors (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;
  - h. Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
  - i. Providers of other health care services or supplies including durable medical goods.
7. **“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.
8. **“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 resulting 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 resulting from such injuries.
9. **“Medically Necessary”** or **“Medical Necessity”** means those services or supplies which are provided by a **“health care provider”** that are required to identify or treat a condition or injury, and which, as determined by us, are:
- a. Consistent with **“clinically supported”** symptoms, diagnoses or indications of the condition or injury;
  - b. The most appropriate level of service that is in accordance with the standards of good practice and professional treatment protocols (including Care Path protocols

as established by the New Jersey Department of Banking and Insurance). When applied to an inpatient, it further means that the symptoms or condition require that the services or supplies cannot be safely provided as an outpatient;

- c. Not primarily for any **“insureds”** convenience or any **“health care providers”** convenience; and
- d. Not unnecessary tests or treatments.

The fact that a **“health care provider”** prescribes, orders, recommends or approves the care, the level of care, or the length of time care is to be received, does not make the services or supplies **“medically necessary”**.

10. **“Named insured”** means:

- a. The person named in the Declarations; and
- b. That person’s spouse; or
- c. A party who has entered into a civil union with the **“named insured”** legally recognized under New Jersey law;

if a resident of the same household.

However, if:

- a. The spouse or party who has entered into a civil union with the **“named insured”** ceases to be a resident of the same household during the policy period, the spouse or such party shall be a **“named insured”** for the full term of that policy period.
- b. **“Your covered auto”** is owned by a farm family copartnership or corporation, **“named insured”** includes the head of the household of each family designated in the policy as having a working interest in the farm.

11. **“Pedestrian”** means any person who is not **“occupying”** a vehicle:

- a. Propelled by other than muscular power; and
- b. Designed primarily for use on highways, rail and tracks.

12. **“Resident”** means a person who physically resides in the same household with the intention to continue residence there and who has been identified to us as a **“resident”** of the household, whether as an operator or non-operator, within 30 days of taking up residence.

## II. PERSONAL INJURY PROTECTION COVERAGE

### A. Basic Personal Injury Protection Coverage

#### INSURING AGREEMENT

1. We will pay basic personal injury protection benefits to or for an **“insured”** who sustains **“bodily injury”**. The **“bodily injury”** must be caused by an accident arising out of the ownership, maintenance or use, including loading or unloading, of an **“auto”** as an automobile.
2. With respect to Basic Personal Injury Protection Coverage, **“insured”** means:
  - a. The **“named insured”** or any **“family member”** 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 the permission of the **“named insured”**.
3. Subject to the limits shown in the Schedule or in the Declarations, basic personal injury protection benefits consist of medical expenses described below:

#### 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 and non-medical expenses must be **“medically necessary”**. However, medical expenses include any non-medical remedial treatment rendered in accordance with recognized religious methods of healing.

## **B. EXTENDED MEDICAL EXPENSE BENEFITS COVERAGE**

### **INSURING AGREEMENT**

1. We will pay extended medical expense benefits to or for an **“insured”** who sustains **“bodily injury”**. The **“bodily injury”** must be caused by an accident arising out of the ownership, maintenance or use, including loading and unloading, of a **“highway vehicle”** not owned by or furnished or available for the regular use of the **“named insured”** or any **“family member”**.

2. With respect to Extended Medical Expense Benefits Coverage, **“insured”** means:

- a. The **“named insured”** or any **“family member”** 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 the **“named insured”** or any **“family member”**, other than a:
  - (a) Motorcycle; or
  - (b) Vehicle being used as a public or livery conveyance; or
- (2) Using such **“highway vehicle”** with the permission of the **“named insured”**.

3. Subject to the limits shown below, extended medical expense benefits consist of the following:

- a. Medical Expenses
- b. Limit of Liability is \$10,000 per **“insured”**, per accident.

### **EXCLUSIONS**

- A. We do not provide Personal Injury Protection 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 the **“named insured”** or any **“family member”** if that **“insured”** is entitled to New Jersey personal injury protection coverage as a **“named insured”** or **“family member”** under the terms of another policy.
  - 2. To any **“family member”** if that **“family member”** is entitled to New Jersey personal injury protection coverage as a **“named insured”** under the terms of another policy.
  - 3. Arising out of the ownership, maintenance or use, including 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. Resulting from the:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; or
    - d. Other hazardous properties of nuclear material.
- B. We do not provide**
1. Basic Personal Injury Protection Coverage for **“bodily injury”** to an insured who is not **“occupying” “your covered auto”** if the accident occurs outside of New Jersey. However, this Exclusion (**B.1.**) does not apply to:
    - a. The **“named insured”**;
    - b. Any **“family member”**; or
    - c. Any **“resident”** of New Jersey.
  2. Basic Personal Injury Protection Coverage for **“bodily injury”** to an 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 Medical Expense Benefits Coverage for **“bodily injury”** to any **“insured”**:
    - a. Who is entitled to benefits for the **“bodily injury”** under:
      - (1) Basic Personal Injury Protection Coverage; 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 Basic Personal Injury Protection Coverage, 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. However, this Exclusion (**B.3.c.**) does not apply to:
      - (1) The **“named insured”**;
      - (2) Any **“family member”**; or
      - (3) Any **“resident”** of New Jersey.

C. We do not provide Personal Injury Protection Coverage with respect to the following “**diagnostic tests**”:

1. 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 Personal Injury Protection Coverage by New Jersey law or regulation.

D. We do not provide Personal Injury Protection Coverage with respect to the following “**diagnostic tests**” when used to treat temporomandibular joint disorder (TMJ/D):

1. Doppler ultrasound;
2. Electroencephalogram (EEG);
3. Needle electromyography (needle EMG);
4. Sonography;
5. Thermograms/thermographs;
6. Videofluoroscopy.

#### LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for the personal injury protection coverage benefits that apply are the most we will pay to or for each “**insured**” injured in any one accident, regardless of the number of:

1. “**Insureds**”;
2. Policies applicable; or
3. Vehicles insured.

B. Any amounts payable under Personal Injury Protection Coverage shall be reduced by any amounts:

1. Paid;
2. Payable; or

3. Required to be provided;

under any of the following:

1. Workers compensation law, disability benefits law, or similar law;
2. Medicare provided under federal law; or
3. Benefits actually collected that are provided under federal law to active and retired military personnel.

C. Any amounts payable for medical expense benefits shall be limited by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.

D. Any amounts payable for medical expense benefits as a result of any one accident shall be:

1. Reduced by the applicable deductible indicated in the Declarations; and
2. Subject to a copayment of 20% for the amount between the applicable deductible and \$5,000.

#### 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. An insurer’s pro rata share is the proportion that the insurer’s liability bears to the total of all applicable limits.

B. With respect to basic personal injury protection coverage, if there is other applicable insurance, 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 medical expense benefits coverage, 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.

### III. 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 “**medically necessary**” diagnosis and treatment for “**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**”.

2. 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.
3. Where the care paths indicate a decision point, further treatment or the administration of a “**diagnostic test**” is subject to the **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”

1. 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 **Decision Point Review Plan**:
  - a. Brain audio evoked potential (BAEP);
  - b. Brain evoke 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
- l. Any other “**diagnostic test**” that is subject to the requirements of the **Decision Point Review Plan** by New Jersey law or regulation.

2. The “**diagnostic tests**” listed under Paragraph **B.1.** must be administered in accordance 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:
  - a. Not subject to the **Decision Point Review Plan**; and
  - b. Not specifically excluded under Exclusion **C.**; only if administered in accordance with the criteria for “**medically necessary**” as provided in this policy.

#### C. Decision Point Review Plan

1. The requirements of the **Decision Point Review Plan** only apply after the tenth day following the accident.

2. We must be provided reasonable prior notice, with appropriate **“clinically supported”** findings, that:

- a. Additional treatment for an **“Identified injury”**;
- b. The administration of a **“diagnostic test”** listed under Paragraph **B.1.** ; or
- c. 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:

- a. Review the notice and supporting materials within 2 business days after receipt; 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 applicable three business day requirements specified in the New Jersey Department of Banking and Insurance regulations. Any determination we make will be based on the determination of a physician or dentist.

5. Any physical examination of an **“insured”** scheduled by us will be conducted in accordance 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 accordance with our plan.

6. Any physical examination of an **“insured”** scheduled as part of this plan, will be conducted as follows:

a. We will notify the **“insured”** that a physical examination is required before we determine whether we will provide coverage for further treatment or tests.

b. The physical examination will be:

- (1) Scheduled within seven calendar days of our receipt of the notice of the request for additional treatment or the administration of diagnostic tests, unless the **“insured”** agrees with us to extend the time period.
- (2) Conducted by a **“health care provider”** similar to the treating **“health care provider”**; and
- (3) Conducted at a location reasonably convenient to the **“insured”**.

c. The treating provider or **“insured”** shall, if requested from us, provide medical records and other pertinent information to the **“health care provider”** conducting the physical examination. The requested records must be provided no later than the time of the examination.

d. If we schedule a physical examination, we will notify the **“insured”** whether coverage will be provided for the treatment or tests no later than three days after the examination.

## 7. Penalty

A penalty will be imposed in accordance with our plan if:

a. We do not receive proper notice for treatment, **“diagnostic tests”** or the use of durable medical equipment in

accordance with the requirements of our **Decision Point Review Plan**;

- b. We are not provided “**clinically supported**” findings; or
- c. If any “**insured**” fails to use a network in accordance with N.J.A.C. 11:3-4.8, and our approved Decision Point Review Plan.

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 accordance with our plan.

#### D. “**Precertification**” of Medical Care

- 1. “**Precertification**” means those programs established by us where the “**medical necessity**” of certain medical procedures, treatments, “**diagnostic tests**”, or other services, non-medical expenses and durable medical equipment are subject to prior authorization by us or our designated representative, and are also subject to utilization review and/or case management by us.
  - a. Prior authorization generally means obtaining the approval of a proposed medical procedure, treatment, “**diagnostic test**”, service or supply in accordance with our “**Precertification**” procedures before the receipt or administration of such medical care.
  - b. Utilization review generally means that part of a quality assurance program that supports and assures a comprehensive effort to monitor effective, efficient and timely utilization of medical care, and serves as a process to review and determine whether medical care is “**medically necessary**”.
  - c. Case management generally means those methods of coordinating the provision of healthcare to persons injured in automobile

accidents, with the goal of ensuring continuity and quality of care and cost effective outcomes.

- 2. Our “**Precertification**” programs do not apply during the first ten (10) days following an accident.
- 3. This policy is not responsible for any medical or other results arising directly or indirectly from an “**insured’s**” participation in either the “**Precertification**” programs, or the care path medical protocols, or the **Decision Point Review Plan** processes.
- 4. Procedures, Service and Supplies subject to “**Precertification**”:
  - a. The following are subject to “**Precertification**”:
    - (1) Non-emergency inpatient and outpatient hospital care;
    - (2) Non-emergency surgical procedures;
    - (3) Home health care;
    - (4) Physical, occupational, speech, cognitive or other restorative therapy or body part manipulation ( except that provided for an “**Identified injury**” in accordance with **Decision Point Review**);
    - (5) Durable medical equipment (including orthotics and prosthetics) with a cost or monthly rental in excess of \$75.00;
    - (6) Infusion therapy;
    - (7) Outpatient psychological/psychiatric testing and/or services;
    - (8) Extended care rehabilitation facilities;
    - (9) All pain management services (except that provided for an “**Identified injury**” in accordance with **Decision Point Review**);
    - (10) Non-emergency dental restoration;

(11) Outpatient care for soft tissue/disc injuries of the patient's neck, back and related structures not included within the diagnoses covered by the Care Paths;

(12) Temporomandibular disorder; any facial disorder.

"**Precertification**" requirements do not apply within (10) days of the insured motor vehicle accident, nor does it apply to "**emergency care**". All services and treatments are subject to retrospective review for medical necessity and causation.

5. Our "**Precertification**" includes the following minimum requirements as prescribed by New Jersey law or regulation:

- a. The requirements of the "**Precertification**" only apply after the tenth day following the accident.
- b. We must be provided prior notice as indicated in our plan, with appropriate "**clinically supported**" findings, that:

- (1) Additional treatment;
- (2) Testing;
- (3) The use of durable medical equipment;

is required.

6. Once we receive such notice with the appropriate "**clinically supported**" findings, we will in accordance 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.

We will then determine, and notify the "**insured**", whether we will provide coverage for the additional treatment, testing or the use of durable medical equipment as indicated in our plan and within the applicable three business day requirements specified in the New Jersey Department of Banking and Insurance regulations. Any determination we make will be based on the determination of a physician or dentist.

7. Any physical examination of an "**insured**" scheduled by us will be conducted in accordance 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.

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

9. Notice Requirements

- a. For non-emergency admissions, procedures, services or supplies listed above, you or your "**health care provider**" must contact us at least three (3) days prior to admission, treatment or purchase to obtain authorization.

We will provide you or your "**health care provider**" with our determination within those three (3) days.

- b. For continued confinement as an inpatient beyond the time authorized, you or your "**health care provider**" must contact us at least 24 hours prior to the discharge date for additional authorization.
- c. We will provide you or your "**health care provider**" with our determination within those 24 hours.
- d. In the event we do not provide an "**insured**" or his or her "**health care provider**" with a determination within the time frames stated above, we will tell the "**insured**" or his or her

“**health care provider**” what specific information is needed to make our determination.

- e. In such circumstances, an “**insured**” may proceed with the treatment or procedure suggested by his or her “**health care provider**”, subject to the requirement that all medical services be “**medically necessary**”. Such courses of treatment or procedures may continue until such time we communicate with you or your “**health care provider**” that the treatment or procedure is not authorized.
- f. In the event we do not respond to an “**insured**” or his or her “**health care provider**” within the time frames, we will not apply any additional co-payment requirements on the “**insured**” for “**medically necessary**” services incurred between the time the “**insured**” or his or her “**health care provider**” gives us notification and we respond.
- g. In the event we do not authorize the admission, procedure, services or supplies, we will send a written explanation to the “**health care provider**”, stating the reasons for the denial of the authorization.

#### E. Non-compliance

1. For the care path medical protocols, the listed “**diagnostic test**” the applicable decision point provisions, and **Precertification**, if an “**insured**” fails to:
  - a. Submit requests for Decision Point Review or **Precertification**, where required;
  - b. We are not provided “**clinically supported**” findings;

Then we will impose a co-payment penalty. The co-payment penalty will be 50% (in addition to any deductible or copayment that applies under the policy) of the eligible charge for medically necessary services.

F. “**Medically Necessary**” or “**Medical Necessity**” means those services or supplies which are provided by a “**health care provider**” that are

required to identify or treat a condition or injury, and which, as determined by us, are:

- a. Consistent with “**clinically supported**” symptoms, diagnoses or indications of the condition or injury;
- b. The most appropriate level of service that is in accordance with the standards of good practice and professional treatment protocols (including Care Path protocols as established by the New Jersey Department of Banking and Insurance). When applied to an inpatient, it further means that the symptoms or condition require that the services or supplies cannot be safely provided as an outpatient;
- c. Not primarily for any “**insureds**” convenience or any “**health care providers**” convenience: and
- d. Not unnecessary tests or treatments.

The fact that a “**health care provider**” prescribes, orders, recommends or approves the care, the level of the care, or the length of time care is to be received, does not make the services or supplies “**medically necessary**”.

#### G. Voluntary Networks

Voluntary Networks means:

1. Upon receiving notification of “**bodily Injury**” covered under this Policy, we may make available to the “**named Insured**” and the treating “**health care provider**” information about our approved Voluntary Networks providers for certain types of testing, durable medical equipment or prescription drugs.
2. If an “**insured**” does not use a Voluntary Networks provider, if requested by us, we may impose a co-payment not to exceed 30% of the eligible charges for “**medically necessary diagnostic tests**” durable medical equipment or prescriptions.

#### PAYMENT OF BENEFITS

1. We may, at our option, pay any medical expense benefits to the:
  - a. **“Insured”**; or
  - b. Person or organization providing products or services for such benefits.
  
2. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of the service benefits agrees to:
  - a. Be subject to the requirements of our **Decision Point Review Plan, “Precertification”**; and
  - b. Hold an **“insured”** harmless for penalty co-payments imposed by us for the failure of the provider of service benefits to adhere to the requirements of our **Decision Point Review Plan, “Precertification”**; and
  - c. Submit disputes to the “Reconsideration and Appeals Process” prior to submitting any disputes through the Dispute Resolution Process (N.J.A.C.11:3-5); and
  - d. Furnish a copy of the signed assignment agreement upon request.
  
3. Failure of a provider to comply with:
  - a. Our **Decision Point Review Plan, “Precertification”**; or
  - b. The requirement to follow the “Reconsideration and Appeals Process” prior to initiating arbitration or litigation,

will render any prior assignment of benefits under the policy null and void.
  
4. In the event of the death of an **“insured”**, we will pay:
  - a. any amounts payable, but unpaid prior to death, for medical expense benefits to the **“insured’s”** estate.
  - b. Death benefits for an **“insured”** who was:
    - (1) **An income producer, to:**
      - a. The surviving spouse; or
      - b. 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 surviving party, the surviving party, the surviving children; or
    - d. If there are no surviving children, the **“insured’s”** estate.
  - (2) A provider of essential services, to the person who has incurred the expense of providing essential services.
  - c. Funeral expense benefits to the **“insured’s”** estate.

### RECONSIDERATION AND APPEALS PROCESS

When a dispute arises related to **Decision Point Review** and/or **Precertification**, you must refer to the Decision Point Review Plan for how to proceed with an appeal in this situation.

When a dispute arises, other than under the Decision Point Review/“Precertification”, any treating **“health care provider”** who has accepted an assignment of benefits must submit a written request for the “Reconsideration and Appeals Process,” specifying the issues in dispute, accompanied by supporting documentation, at least 30 days prior to initiating arbitration or litigation.

Written notice of the dispute and request for the “Reconsideration and Appeals Process” shall be submitted to “us” via certified mail/return receipt requested or via delivery mail service providing proof of delivery. Proof of receipt by “us” must be provided to “us” upon request.

### DISPUTE RESOLUTION

Any disputes not resolved under the Decision Point Review/“Precertification” or in the “Reconsideration and Appeals Process” may be submitted through the Dispute Resolution Process which is governed by regulations promulgated by the New Jersey Department of Banking and Insurance (**N.J.A.C.11:3-5**). Unless emergent relief is sought, failure to utilize the “Reconsideration and Appeals Process” prior to filing arbitration or litigation will render any prior assignment of benefits null and void.

such benefits for reimbursement of any benefits we have paid under this coverage.

## EMPLOYEE BENEFITS REIMBURSEMENT

If an “insured” fails to apply for worker’s compensation benefits or disability benefits for which that “insured” is eligible, we may immediately apply to the provider of

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### PART C - THIS SECTION IS RESERVED FOR FUTURE USE

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### PART D - THIS SECTION IS RESERVED FOR FUTURE USE

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### PART E - DUTIES AFTER AN ACCIDENT OR LOSS

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- A.** We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
- A.** In the event of an accident, notice must be given to us or our authorized representative as soon as reasonably possible. Such notice shall include:
1. Sufficient details to identify the “insured”, and
  2. Reasonably obtainable information as to how, when and where the accident happened.
- B.** A person seeking Personal Injury Protection Coverage must:
1. Promptly give us written proof of claim, including:
    - a. Full particulars of the nature and extent of the “bodily injury”; and
    - b. Any other information which may assist us in determining the amount due and payable.
  2. Promptly send us copies of:
    - a. The summons and complaint; or
    - b. 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.
  3. Submit, as often as we reasonably require:
    - a. To physical exams by physicians we select. We will provide the ‘insured’ with a copy of the medical report if requested.
    - b. To examination under oath, separately and apart from others and subscribe the same.
  4. Authorize us to obtain:
    - a. Medical reports; and
    - b. Other pertinent records.
  5. Submit a proof of loss when required by us.
  6. Submit proof of payment of co-payments and deductibles due pursuant to this policy.
- B.** 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:
1. Any medical expense benefits deductible or co-payment; or
  2. Any penalty imposed in accordance with our **Decision Point Review Plan**.

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## PART F - GENERAL PROVISIONS

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### BANKRUPTCY

Bankruptcy or insolvency of the “insured” shall 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 classification of insured vehicles;
  2. Operators using insured vehicles;
  3. The place of principal garaging of insured vehicle.
  4. Coverage, deductible or limits

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment 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 automatically apply to your policy as of the date we implement the change in your state. This paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadening and restriction in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
  2. An Amendatory Endorsement.

### FRAUD

No coverage will be provided, and we will not be liable for any claims or damages which would otherwise be covered, if:

- A. coverage was obtained or renewed through material misrepresentation, fraud or concealment of material fact; or
- B. any insured person has made false statements or concealed any material fact or circumstance in connection with any claim for which payment is sought under this policy; or
- C. any insured person has violated Section Four of the N.J.S.A. 17:33A, the New Jersey Insurance Fraud Prevention Act.

In addition:

**1. ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.**

Or

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

### 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 Part **A**, 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.

### 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:
1. That person shall:

- a. Hold in trust for us the proceeds of the recovery;
  - b. Reimburse us to the extent of our payment;
  - c. 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.

#### **POLICY PERIOD AND TERRITORY**

- A.** This policy applies only to accidents and losses which occur:
- 1. During the policy period as shown in the Declarations; and
  - 2. Within the policy territory.
- B.** The policy territory is anywhere in the world.

#### **TERMINATION**

##### **A. Cancellation**

This policy may be canceled 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.
- 2. We may cancel by mailing, by certified mail or United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in the policy:

- a. At least 10 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 15 days but not more than 30 day notice if cancellation is for nonpayment of premium; or
  - c. At least 20 days notice in all other cases.
3. 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
  - b. If your driver’s license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses “**your covered auto**”;
 has been suspended or revoked for one or more convictions for serious motor vehicle violations as set forth in N.J.A.C. 11:3-35. 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.
  - c. If you knowingly provided false or misleading information in connection with any application for insurance, renewal of insurance or claim for benefits under this policy.

#### **NONRENEWAL**

- A.** If we decide not to renew or continue this policy and one or more motor vehicles insured under this policy is subject to the New Jersey Automobile Reparation Reform Act, we will mail notice by certified mail or United States Post Office certificate of mailing to the named insured shown in the Declaration at the address shown in this policy. Notice will:
- 1. Be mailed not less than 60 and not more than 90 days before the end of the policy period; and

2. Include:
  - a. The specific reason for the non-renewal; and
  - b. Any other information required by New Jersey law or regulation.

We will only nonrenew or refuse to continue this policy if;

1. You are no longer an eligible person for this policy as defined in N.J.A.C. 11:3-34;
2. You are no longer eligible for this policy according to our underwriting rules as approved by the New Jersey Department of Insurance; or
3. In five years immediately preceding notice of nonrenewal, you or any driver insured under this policy had at least two of the following in any combination:
  - a. An at-fault accident;
  - b. A moving violation for which four or more automobile eligibility points were assessed; or
  - c. A failure to maintain, without lapse, coverage mandated by the New Jersey Automobile Repair Reform Act.

Our rights under this Provision **(A.)** are subject to the limitations contained in N.J.A.C. 11:3-8 and N.J.A.C. 11:3-34.

- B. If we decide not to renew or continue this policy and no motor vehicle insured under this policy is subject to the New Jersey Automobile Repair Reform Act, we will mail notice by certified mail or United States Post Office 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 before the end of the policy period.
- C. Subject to these notice requirements, if this policy period is:
  1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.

2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **AUTOMATIC TERMINATION**

If we offer to renew or continue 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 shall mean that you have not accepted our offer.

If you obtain 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.

#### **OTHER TERMINATION PROVISIONS**

1. 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.
2. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **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:
  - a. The surviving;
    1. Spouse; or
    2. Party who entered into a civil union with the **"named insured"** legally recognized under New Jersey law.

if resident in the same household at the time of death. Coverage applies to the spouse or party who has entered into a civil union with

the **"named insured"** as if a named insured shown in the Declarations; and

3. 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".

### **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us 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 this policy. This policy can not be used in combination with any other policy.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President & Chief Operating Officer