NEW JERSEY MANUFACTURERS INSURANCE COMPANY

New Jersey

Personal Auto Policy

Standard Policy

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YOUR PERSONAL AUTO POLICY
QUICK REFERENCE

DECLARATIONS

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Your Auto or Trailer
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PREMIUM - The premium stated in the Declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

PP 00 01 01 05* PP 04 80 10 16*
PP 05 77 08 13* PP 01 81 05 12*
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* ISO form modified for use by New Jersey Manufacturers Insurance Group

PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

A. Throughout this policy, **you** and **your** refer to the **named insured** shown in the Declarations; and

1. The spouse; or

2. 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.

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, the spouse or such party will be considered you and your under this policy but only until 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 six months.

Other words and phrases are defined. They are boldfaced when used.

D. Bodily injury means bodily harm, sickness or disease, including death that results.

E. Business includes trade, profession or occupation.

F. 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.

G. Occupying means:

1. In;

2. Upon; or

3. Getting in, on, out or off.

H. Property damage means physical injury to, destruction of or loss of use of tangible property.

I. 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.

J. Your covered auto means:

1. Any vehicle shown in the Declarations;

2. A **newly acquired auto**;

3. Any **trailer** you own; or

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.

This Provision (**J.4**.) does not apply to Coverage For Damage To Your Auto.

K. Newly acquired auto means:

1. 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.

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 except Coverage For Damage To Your Auto, 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.

b. For coverage provided in the policy for damage to your **newly acquired auto** which replaces a vehicle insured for Coverage For Damage To Your Auto under our policy for at least the 12-month period preceding the replacement date:

(1) The Collision Coverage with the lowest deductible applies provided at least one vehicle shown in the Declarations is insured for Collision;

(2) The Other Than Collision Coverage with the lowest deductible applies provided at least one vehicle shown in the Declarations is insured for Other Than Collision;

however, for this coverage to apply you must ask us to insure the **newly acquired auto** within 3 days after you acquire the vehicle. We will extend this 3 day period one day for a Saturday, Sunday or New Jersey state holiday which falls within the 3 day period.

c. For coverage for damage to your **newly acquired auto** that does not qualify under **b.** above, you must notify us before coverage can be effective.

IMPORTANT NOTE: Advise the Company as soon as possible of newly acquired vehicles to arrange for the coverage you want! Coverage for newly acquired autos is very limited. There is no coverage for damage to your newly acquired autos except as noted in **b.** above until you advise the Company. Please read the **MANDATORY INSPECTION** Provision under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**.

L. Diminution in value means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

M. TNC Rideshare means an arrangement or activity through which persons or property are transported for compensation through a transportation network company.

N. Transportation Network Company (TNC) means a transportation network company that uses a digital network or software application service to connect its customers to transportation services provided by transportation network company drivers. To qualify as a **TNC** the entity must:

1. Operate lawfully under the terms of laws governing transportation network companies in the state where this policy is issued; and
2. Provide **TNC** insurance coverage.

O. Total Loss means a loss in which the cost to replace or repair the vehicle to its pre-loss condition plus salvage value, equals or exceeds the actual cash value.

PART A - LIABILITY COVERAGE

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 for this coverage has been exhausted by payment of the policy limits. 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 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; or
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

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 **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 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.

These payments will not reduce the limit of liability.

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 arising out of the ownership, maintenance, or use of a vehicle:
   - **a.** While it is being used as a public or livery conveyance; or
   - **b.** For any **TNC Rideshare** activities.

   This Exclusion (**A.5.**) does not apply to a 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. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (**A.8.**) does not apply to a **family member** 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 a 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.

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.

10. For that **insured's** liability arising out of the ownership, maintenance or use of a vehicle while **your covered auto** is rented to or leased to others. This exclusion (**A.10.**) does not affect liability coverage up to the following coverage limits: $15,000 per person/$30,000 per accident for **bodily injury** claims, and $5,000 per accident for **property damage** claims.

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

b. 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; or

b. To any **trailer**; or

c. To any non-owned golf cart.

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 a **family member**.

4. Any vehicle:

a. In or at any facility designed for or required to be licensed for the purpose of competing in, participating in, practicing for or preparing for:

(1) Any prearranged, professional or organized racing, speed or endurance contest, whether against another person or against a time measuring device;

(2) Any Driver's Education or High Performance Driver's Education Program, School or Event, including any loss while **your covered auto** or non-owned auto is on the racetrack or in the paddock.

(3) Any exhibition of driving skill, including the time period prior to the actual exhibition and until the conclusion of the exhibition.

b. In any prearranged or organized:

(1) high performance driver's education or instruction;

(2) race;

(3) autocross;

(4) grand prix;

(5) track day event;

(6) rally race;

(7) gymkhana;

(8) stunting activity;

with or without instructor(s), at a track; open road; off-road; or course of any kind; whether during practice, preparation, participation or competition.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages 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 premiums shown in the Declarations; or

4. Vehicles involved in the auto accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **B** of this policy.

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:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your 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 shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance 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 for a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, or while **your covered auto** is rented to or leased to others, shall be excess over any other collectible insurance. Additionally, coverage for any vehicle you do not own while connected to a **trailer** as defined under **your covered auto**, shall be on an excess basis.

PART B - UNINSURED MOTORISTS COVERAGE - NEW JERSEY (PP 04 80 10 16*)

INSURING AGREEMENT

A. 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:

1. **Bodily injury** sustained by an **insured** and caused by an accident; and
2. **Property damage** caused by an accident except under Paragraph **2.** of the definition of **uninsured motor vehicle**.

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 arising out of a suit brought without our written consent is not binding on us.

B. **Insured** as used in this endorsement means:

1. You or any **family member**;
2. Any other person **occupying your covered auto**; or
3. 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.** or **2.** above.

C. **Property damage** as used in this endorsement means injury to or destruction of:

1. **Your covered auto**; or
2. Any property owned by a person listed in **1.** and **2.** of **insured** while contained in **your covered auto**.

D. **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 **family member**.

E. **Underinsured motor vehicle** means the following:

1. With respect to an **insured** who:
   - **a.** Is not the **named insured** under this policy; and
   - **b.** 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
   - **b.** 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, **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**; or
2. Any vehicle or equipment:
   - **a.** Owned or operated by a self-insurer under any applicable motor vehicle law; or
   - **b.** Owned by or furnished or available for the regular use of you or any **family member**.

F. **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;
2. 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 resulting in **bodily injury** without hitting:
   - **a.** You or any **family member**;
   - **b.** A vehicle which you or any **family member** 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; or
   - **b.** Is or becomes insolvent;
4. To which a special automobile insurance policy applies at the time of the accident in accordance with New Jersey law; or
5. That is a **stolen vehicle**.

However, **uninsured motor vehicle** does not include:

1. An **underinsured motor vehicle**;
2. Any vehicle or equipment:
   - **a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
   - **b.** Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
   - **c.** Owned by or furnished or available for the regular use of you or any **family member**, except a **stolen vehicle**.

G. Neither **uninsured motor vehicle** nor **underinsured motor vehicle** includes any vehicle or equipment:

1. Owned by any governmental unit or agency;
2. Operated on rails or crawler treads;
3. Designed mainly for use off public roads while not on public roads; or
4. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide coverage under this endorsement for **property damage** or **bodily injury** sustained by any **insured**:

1. Who is an owner of a motor vehicle:
   - **a.** Insured under a basic or special automobile insurance policy issued in accordance with New Jersey law or regulation; or

b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

This includes a **trailer** of any type used with a vehicle described in **a.** and **b.** above.

However, this Exclusion (**A.1.**) does not apply to you unless you are **occupying**, at the time of the accident, a motor vehicle described in **a.** and **b.** above.

2. If that **insured** or the legal representative settles any **bodily injury** or **property damage** claim with the owner or operator of an **uninsured motor vehicle** without our written consent.

3. For damages for pain, suffering and inconvenience resulting from **bodily injury** caused by an accident involving an **uninsured** or **underinsured 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. 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**.

4. Arising out of the ownership, maintenance, or use of a vehicle:

a. While it is being used as a public or livery conveyance;

b. For any **TNC Rideshare** activities; or

c. While **your covered auto** is rented to or leased to others.

This Exclusion (**A.4.**) does not apply to a share-the-expense car pool.

5. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. An **insured** whose license has been suspended, revoked, or never issued does not have a reasonable belief that that **insured** is entitled to operate a motor vehicle. This Exclusion (**A.5.**) does not apply to a **family member** using **your covered auto** which is owned by you.

6. For the first $500 of the amount of **property damage** to the property of each **insured** as the result of any one accident.

7. While occupying any vehicle insured by another motor vehicle policy in which you or a **family member** are a named insured.

However, this Exclusion (**A.7.**) does not affect UM/UIM coverage up to the following coverage limits: $15,000 per person / $30,000 per accident for **bodily injury** claims, and $5,000 per accident for **property damage** claims.

B. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:

a. Workers' compensation law; or

b. Disability benefits law.

2. Any insurer of property.

C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident.However, subject to our maximum limit of liability for this coverage:

1. If:

a. An **insured** is not the named insured, but is a **family member,** 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 resulting 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 an **insured** is not a named insured or **family member** under this policy, then our maximum limit of liability for that **insured**, for all damages resulting from any one accident, shall not exceed the following coverage limits: $15,000 per person / $30,000 per accident for **bodily injury** claims, and $5,000 per accident for **property damage** claims.

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

1. **Insureds**;

2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

B. With respect to an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums:

1. 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 Part **A** of this policy; and

2. Paid because of the **property damage** under Part **D** of this policy or any similar coverage under any other policy.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A** of this policy; or

2. Any Personal Injury Protection Coverage provided by this policy.

D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

E. No payment will be made under this coverage for loss paid or payable under Part **D** of this policy.

F. 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 vehicl**e. However, any reduction of the **insured's** total damages will not reduce the limit of liability for this coverage.

This Paragragh (**F.**) 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**.

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 Part of the policy:

1. 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 for any one vehicle under any insurance providing coverage on either a primary or excess basis.

However:

a. If an **insured** is:

(1) A named insured under one or more policies providing similar coverage; and

(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 spouse or **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 spouse or **family member**.

2. Any insurance we provide with respect to a vehicle:

a. You do not own, including any vehicle while used as a temporary substitute for **your covered auto**; or

b. Owned by you or any **family member** which is not insured for this coverage under this policy;

Shall be excess over any other collectible insurance providing such coverage on a primary basis.

3. 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.

ARBITRATION

A. If we and an **insured** do not agree:

1. Whether that **insured** is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**, then the matter may be arbitrated upon mutual consent of both parties. However, disputes concerning coverage under this Part may not be arbitrated.

Either party may make a written demand for arbitration. If the other party consents to arbitration, 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.

ADDITIONAL DUTIES

A person seeking coverage under this Part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and

2. Notify us in writing of a tentative 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 tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

PART F - DUTIES AFTER AN ACCIDENT OR LOSS

For the purposes of this coverage, the following is added to Paragraph **C.1.**:

A person seeking Uninsured Motorists Coverage must also promptly notify the police if a **stolen vehicle** is involved.

PART G - GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part **G**:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph **A.** with respect to damages caused by an accident with an **underinsured motor vehicle** if we:

1. Have been given prompt written notice of a tentative 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 tentative settlement within 30 days after receipt of notification.

If we advance payment to the **insured** in an amount equal to the tentative 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 Motorists Coverage; and

2. We also have a right to recover the advanced payment.

PART C - PERSONAL INJURY PROTECTION COVERAGE - NEW JERSEY

For the Provisions of this coverage, refer to Endorsement - Personal Injury Protection Coverage (Standard Personal Auto Policy) - New Jersey (PP 05 77 08 13*).

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

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. If loss to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

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. **Collision** means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.

Loss caused by the following is considered other than **collision**:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

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

C. **Non-owned auto** means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member;** or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
   - **a.** Breakdown;
   - **b.** Repair;
   - **c.** Servicing;
   - **d.** Loss; or
   - **e.** Destruction.

D. **Custom equipment** means equipment, furnishings and parts in or upon any auto, other than:

1. Original manufacturer equipment, furnishings or parts; or
2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

Custom equipment includes but is not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs;
4. Body, engine, exhaust or suspension enhancers;
5. Winches, or anti-roll or anti-sway bars;
6. Custom grilles, louvers, side pipes, hood scoops or spoilers;
7. Custom wheels, tires or spinners;
8. Custom chrome, murals, paintwork, decals or other graphics; or
9. Caps, covers or bedliners.

Custom equipment does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of $1200 for:

1. Temporary transportation expenses not exceeding $30 per day incurred by you in the event of a loss to **your covered auto**. We will pay for such expenses if the loss is caused by:
   - **a.** Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
   - **b.** **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
   - **a.** Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for any **your covered auto**.
   - **b.** **Collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.

   However, the most we will pay for any expenses for loss of use is $20 per day.

B. Subject to the Provisions of Paragraph (**A.**), if the loss is caused by:

1. A total theft of **your covered auto** or a **non-owned auto**, we will pay only expenses incurred during the period:
   - **a.** Beginning 48 hours after the theft; and
   - **b.** Ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
2. Other than theft of a **your covered auto** or a **non-owned auto**, we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

LIMITED PET COVERAGE

For the purpose of Limited Pet Coverage, the following is added:

A. Definitions

1. **Your pet** means any dog or cat owned by you or a **family member**.
2. **Your pet's replacement cost** means the cost to replace the deceased dog or cat with another dog or cat up to the extent of the limit of coverage. It does not include any amounts for veterinary bills, training, or any other amounts other than the cost to replace the pet itself.

B. Insuring Agreement

For **your pet** that suffers injury or death as a direct result of an Other Than Collision or Collision loss involving **your covered auto**, we will pay up to $1000 for:

1. Reasonable and customary costs incurred by you or a **family member** for veterinary fees, including medications and procedures prescribed by **your pet's** veterinarian arising from the loss; or
2. **Your pet's** replacement cost if your pet dies as a result of the loss.

Limited Pet Coverage applies only if:

1. **Your pet** is occupying **your covered auto** at the time of the loss; and
2. The pet occupied vehicle is covered under **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**.

LIMIT OF LIABILITY

With respect to any one loss, the most we will pay for all damages under **Limited Pet Coverage** is a total of $1000, regardless of the number of dogs or cats that are injured or die in that loss.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** , arising out of the ownership, maintenance, or use of a vehicle:
   - **a.** While it is being used as a public or livery conveyance;
   - **b.** For any **TNC Rideshare** activities; or
   - **c.** While **your covered auto** is rented to or leased to others.

   This Exclusion (**1.**) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
   - **a.** Wear and tear;
   - **b.** Freezing;
   - **c.** 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; or
   - **f.** Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
   - **a.** Radios and stereos;
   - **b.** Tape decks;
   - **c.** Compact disk systems;
   - **d.** Navigation systems;
   - **e.** Internet access systems;
   - **f.** Personal computers;
   - **g.** Video entertainment systems;
   - **h.** Telephones;
   - **i.** Televisions;
   - **j.** Two-way mobile radios;
   - **k.** Scanners; or
   - **l.** Citizens band radios.

   This Exclusion (**4.**) does not apply to electronic equipment that is permanently installed in **your covered auto** or any **non-owned auto**.
5. Loss to tapes, records, disks or other media used with equipment described in Exclusion (**4.**)
6. This Section does not apply.
7. Loss to:
   - **a.** A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
   - **b.** Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
     - **(1)** 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 (**7.**) does not apply to a:
   - **a. Trailer**, and its facilities or equipment, which you do not own; or
   - **b. Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
     - **(1)** Acquire during the policy period; and
     - **(2)** Ask us to insure within 14 days after you become the owner.
8. Loss to any **non-owned auto** when used by you or any **family member** without a reasonable belief that you or that **family member** are entitled to do so.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any **custom equipment** in or upon **your covered auto** or any **non-owned auto**.

    This Exclusion (**10.**) does not apply to the first $1,500 of **custom equipment** in or upon **your covered auto** or any **non-owned auto**.
11. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise 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.

12. Loss to **your covered auto** or any **non-owned auto**, arising out of any prearranged, organized, or spontaneous:

a. high performance driver's education or instruction;

b. race;

c. autocross;

d. grand prix;

e. track day event;

f. rally race;

g. gymkhana;

h. stunting activity;

with or without instructor(s), at a track; open road; off-road; or course of any kind or any facility designed for or required to be licensed for operation or conduct of motor vehicle races or exhibitions of motor vehicle driving, whether during practice, preparation, participation or competition.

13. Loss to, or loss of use of, a **non-owned auto** rented by:

a. You; or

b. Any **family member**;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

14. Loss to **your covered auto** or any **non-owned auto** due to **diminution in value.**

LIMIT OF LIABILITY

A. New Vehicle Replacement Cost

In the event of a **total loss** to a new **your covered auto** shown in the Declarations for which a premium charge indicates that Collision Coverage and/or Other Than Collision Coverage applies, we will pay to replace **your covered auto** at the Actual Cash Value without Adjustments for depreciation.

1. Replacement Cost applies if:

a. You are the vehicle's original owner;

b. The vehicle has not been previously titled under the motor vehicle laws of any state;

c. The vehicle had no more than 1,000 miles at the time of purchase; and

d. Total loss occurs:

(1) Within the first 12 months of original purchase date; and

(2) Within the vehicle's first 15,000 miles.

2. Coverage does not apply to a:

a. Substitute automobile;

b. Non-owned automobile;

c. Leased vehicle; or

d. Motor home or recreational vehicle.

3. The following Conditions apply:

a. Our liability for any loss will not be more than the cost to replace the damaged property with:

(1) A previously untitled vehicle of the year, make, model and equipment of the damaged automobile or, if unavailable

(2) A vehicle that is most similar in:

(a) Class and body type to the year, make, model and equipment of the damaged automobile; and

(b) Price to the price you paid for the vehicle being replaced, as adjusted for inflation, but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price of the vehicle being replaced.

b. Any payment will be reduced by the deductible from your Collision or Other Than Collision coverage.

B. All Other Vehicles

1. Our limit of liability for loss will be the lesser of the:

a. Actual cash value of the stolen or damaged property; or

b. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

a. Any **non-owned auto** which is a **trailer** is $1,500.

b. Electronic equipment that reproduces, receives or transmits audio, visual or data signals which is permanently installed in the auto, in locations not used by the auto manufacturer for installation of such equipment, is $1,000.

c. Custom equipment in or upon **your covered auto** or any **non-owned auto** is $1,500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

A. 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 resulting 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.

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

1. An auto repair facility that we have an arrangement with; or

2. An auto repair facility of your choice;

in any repairs to the auto.

If you choose to use an auto repair facility, other than an auto repair facility that we have an arrangement with, we will pay you in accordance with the terms and conditions, including price, provided by the auto repair facility that we have an arrangement with.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the loss, 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** shall be excess over any other collectible insurance.

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. The two appraisers will select an umpire. 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

2. 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.

MANDATORY INSPECTION

This Provision applies in place of any conflicting policy provision.

A. We have the right to inspect any:

1. Private passenger auto; or

2. Pickup or van;

which you insure or intend to insure for Coverage For Damage To Your Auto under this policy.

B. We do not provide Coverage For Damage To Your Auto for any additional or replacement vehicle you acquire during the policy period until after you:

1. Notify us; and

2. Request coverage for that vehicle.

However, this Provision (**B.**) does not apply to a replacement vehicle for the three-day period beginning on the date you acquire the replacement vehicle if:

1. You acquire the vehicle during the policy period; and

2. We provided Coverage For Damage To Your Auto 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.

PART E - PERSONAL INJURY PROTECTION COVERAGE HIGHER LIMITS FOR NON-MEDICAL BENEFITS (STANDARD PERSONAL AUTO POLICY) - NEW JERSEY

If the Declarations indicate this endorsement is made a part of this policy, refer to the Personal Injury Protection Coverage for Non-Medical Benefits (Standard Personal Auto Policy) - New Jersey Endorsement A-232 (01/15) (PP 05 78) for the applicable provisions.

PART F - 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:

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;

2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss; and

3. Submit, as often as we reasonably require:

a. To physical exams by physicians we select. We will pay for these exams.

b. To examination under oath and sign an acknowledgement that the information is true and accurate.

4. Authorize us to obtain:

a. Medical reports; and

b. Other pertinent records; and

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved;

2. Promptly send us copies of the legal papers if a suit is brought and provide copies of all materials filed, served or produced by any party.

D. A person seeking Coverage For Damage To Your Auto must also:

1. 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;

2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen; and

3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART G - GENERAL PROVISIONS

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 vehicles;

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 broadenings and restrictions 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

We do not provide coverage for any **insured** 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 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.

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 shall be subrogated to that right. That person shall 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 Paragraph (**A.**) do not apply under Part **D**, against any person using **your covered auto** with a reasonable belief that that 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 shall:

1. Hold in trust for us the proceeds of the recovery; and

2. Reimburse us to the extent of our payment.

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:

1. The United States of America, 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.

TERMINATION

A. Cancellation

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

1. The named insured may cancel this policy at any time, but the effective date of the cancellation cannot be earlier than the effective date of the request unless we agree to an earlier date.

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 this policy:

a. At least 15 days but not more than 30 days notice if cancellation is for nonpayment of premium; or

b. 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;

b. If your driver's license or motor vehicle registration 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 one year.

c. If the driver's license 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. 11:3-8.10. 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 one year.

d. If you provided false or misleading information in connection with any application for insurance, renewal of insurance or claim for benefits under this policy.

B. Nonrenewal

1. 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 Postal Service certificate of mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will:

a. Be mailed not less than 60 and not more than 90 days before the end of the policy period; and

b. Include:

(1) The specific reason for the nonrenewal; and

(2) Any other information required by New Jersey law or regulation.

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

a. You are an ineligible person as defined in N.J.A.C. 11:3-34;

b. In the 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:

(1) An at-fault accident;

(2) A moving violation for which four or more automobile insurance eligibility points were assessed; or

(3) A failure to maintain the coverage mandated by N.J.S.A. 39:6A-3, without lapse, as required;

c. You or any driver insured under this policy provided false or misleading information in connection with any application for insurance, renewal of insurance or claim for benefits under this policy; or

d. You or any driver insured under this policy failed to provide after written request by us, the minimum information necessary to accurately rate this policy under the terms and conditions set forth by the commissioner in regulations.

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

At-fault accident as used in this Provision means any accident involving a driver insured under this policy:

a. Where a driver is proportionately responsible based on the number of vehicles involved; and

b. Which results in a payment by us of at least $1,000.00.

2. 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 Reparation Reform Act, we will mail notice by certified mail or United States 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 before the end of the policy period.

3. Subject to these notice requirements:

We will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and the **named insured** shown in the Declarations or that **insured's** representative does 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 the **named insured** shown in the Declarations has not accepted our offer.

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 this policy is cancelled, the **named insured** shown in the Declarations may be entitled to a premium refund. If so, we will send the **named insured** shown in the Declarations 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:

1. The surviving:

a. Spouse; or

b. Party who has entered into a civil union with the **named insured** legally recognized under New Jersey law;

if a 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

2. 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 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 any one policy.

ENDORSEMENT -
PERSONAL INJURY PROTECTION COVERAGE
(STANDARD PERSONAL AUTO POLICY) -
NEW JERSEY (PP 05 77 08 13*)

This endorsement has been made a part of your policy provided the Declarations of such policy indicate a premium charge for Personal Injury Protection Coverage.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit of Liability
Medical Expense Limit	
Named Insured and **Family Members**	As indicated in the Declarations under Coverages, Personal Injury Protection. However, if a limit lower than $250,000 is shown, $250,000 per person per accident is available for a **named insured** or **family member** for **catastrophic injury treatment**.
Insureds Other Than **Named Insured** and **Family Members**	$250,000 per person per accident
Non-Medical Benefits	
Income Continuation	$100 per week to a maximum of $5,200
Essential Services	$12 per day to a maximum of $4,380
Death Benefits	
Income Producer	$5,200 less any Income Continuation Benefits paid
Essential Services Provider	$4,380 less any Essential Services Benefits paid

PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit of Liability
Funeral Expenses	$1,000

EXTENDED MEDICAL EXPENSE BENEFITS COVERAGE

The total aggregate amount of extended medical expense benefits payable is stated in the Declarations under Extended Medical Expense Benefits.

MEDICAL EXPENSE LIMIT DEDUCTIBLE

Unless otherwise indicated in the Declarations, Medical Expense Limit Coverage is subject to a deductible of $250 per accident.

If a deductible other than $250 is indicated in the Declarations, Medical Expense Limit Coverage applicable to the **named insured** and **family members** shall be subject to a higher deductible per accident instead of the $250 deductible.

Insureds other than the **named insured** and **family members** shall be subject to a separate deductible of $250 per accident.

MEDICAL EXPENSE LIMIT CO-PAYMENT

Medical Expense Limit Coverage is subject to a co-payment of 20% per accident for amounts payable between the applicable deductible and $5,000, except as otherwise provided under the **Penalties** section of the **Decision Point Review Plan Requirements**.

DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSE LIMIT COVERAGE

If "Medical Only" is indicated in the Declarations for (PIP) - Non Medical Benefits, no personal injury protection benefits, other than Medical Expense Limit Coverage, apply to the **named insured** or **family members**.

MEDICAL EXPENSE LIMIT AS SECONDARY COVERAGE

If "Health Insurance Provider" is indicated in the Declarations, Medical Expense Limit Coverage applicable to the **named insured** and **family members** shall be secondary coverage to health benefits plans under which the **named insured** and **family members** are insured.

PEDESTRIAN PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit of Liability
Medical Expenses	$250,000 per person per accident
Income Continuation	$100 per week to a maximum of $5,200
Essential Services	$12 per day to a maximum of $4,380
Death Benefits	
Income Producer	$5,200 less any Income Continuation Benefits paid
Essential Services Provider	$4,380 less any Essential Services Benefits paid
Funeral Expenses	$1,000

I. DEFINITIONS

The Definitions Section is amended as follows:

A. The following definitions are replaced:

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 the bodily injury liability coverage under this policy applies; and
   - **c.** For which a specific premium is charged.

B. The following definitions are added:

1. **Actual benefits** means those benefits determined to be payable for **allowable expenses**.
2. **Allowable expense** means a **medically necessary**, reasonable and customary item of expense covered as benefits by the **named insured's** or a **family member'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:
   - **(1)** A motorcycle;
   - **(2)** An automobile used:
     - **(a)** As a public or livery conveyance; or
     - **(b)** For any **TNC Rideshare** activities.
   - **(3)** 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
   - **(4)** A utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests.
4. **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**.
5. **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;

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) Are relevant to the proposed treatment or test; and

d. Recorded and documented these observations, positive and negative findings and conclusions on the **insured's** medical records.

6. 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.

7. 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 co-payment(s), if any.

b. With respect to personal injury protection 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.

8. 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;

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) 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;

h. Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or

i. Providers of other health care services or supplies including durable medical goods.

9. 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.

10. 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.

11. Income means salary, wages, tips, commissions, fees and other earnings derived from work or employment. It does not include unearned **income** such as pensions, interest, dividends or social security.

12. Income producer means a person who, at the time of the accident, was in an occupational status earning or producing **income**. The

status of an **income producer** will cease when the recipient is no longer an **income producer** for reasons other than disability.

13. **Insured motor vehicle** means a motor vehicle:
    a. That is insured for both bodily injury liability coverage and Pedestrian Personal Injury Protection Coverage under this policy; and
    b. For which specific premiums have been charged.
14. **Investigational or novel treatment** means a medical procedure, diagnostic test, device, drug, or other service that fails to meet any one of these criteria:
    a. The technology, if any, must be approved by the appropriate federal agency;
    b. There is sufficient evidence in peer-reviewed scientific literature to assess the effectiveness of the treatment;
    c. The treatment results in measurable improvement in the health outcome and the therapeutic benefits outweigh the risks;
    d. The treatment is as safe and effective as established **standard professional treatment protocols**; and
    e. The treatment demonstrates effectiveness when applied outside of the investigative research setting.
15. **Medically necessary** or **medical necessity** means that the medical treatment or **diagnostic test** is consistent with the **clinically supported** symptoms, diagnosis or indications of the injured person, and:
    a. The treatment is the most appropriate level of service that is in accordance with the standards of good practice and **standard professional treatment protocols**, including the Care Paths in the Appendix of the regulations promulgated by the New Jersey Department of Banking and Insurance set forth at N.J.A.C. 11:3-4;
    b. The treatment of the injury is not primarily for the convenience of the injured person or provider; and
    c. Does not include unnecessary testing or treatment.
16. **Named insured** means the person named in the Declarations; and
    a. That person's spouse; or
    b. 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 co-partnership 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.
17. **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, rails and tracks.
18. **Standard professional treatment protocols** means evidence-based clinical guidelines/practice/treatment published in peer reviewed journals.

II. PERSONAL INJURY PROTECTION COVERAGE

A. PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

1. We will pay 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 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 Declarations, personal injury protection 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 consistent with the most appropriate level of service that is in accordance 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.

(6) Not include **investigational or novel treatment** when the outcome and benefits of s**tandard professional treatment protocols** have not been documented.

However, medical expenses include any non-medical remedial treatment rendered in accordance with recognized religious methods of healing.

b. Non-Medical Benefits

(1) 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.

(2) 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 **family members**.

(3) Death Benefits

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

(a) 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.

(b) If the **insured** ordinarily performed essential services for the care and maintenance of himself and any **family member**, the amount of any unpaid essential services benefits available to such **insured** at the time of the **insured's** death.

(4) Funeral Expenses

Reasonable expenses incurred for funeral, burial and cremation.

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

(c) Vehicle being used for **TNC Rideshare** activities.

(2) Using such **highway vehicle** with the permission of the **named insured**.

3. Subject to the limits shown in the Declarations, Extended Medical Expense Benefits consist of medical expenses.

C. PEDESTRIAN PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

1. If the Schedule or Declarations indicates that Pedestrian Personal Injury Protection Coverage applies to a vehicle, we will pay pedestrian personal injury protection benefits to or for an **insured** who sustains **bodily injury**.

2. With respect to Pedestrian Personal Injury Protection Coverage, **insured** means a person who sustains **bodily injury** while a **pedestrian**:

a. Caused by an **insured motor vehicle**; or

b. As a result of being struck by an object propelled by or from an **insured motor vehicle**.

3. Subject to the limits shown in the Schedule or in the Declarations, pedestrian personal injury protection benefits consist of the following:

a. Medical Expenses;

b. Income Continuation;

c. Essential Services;

d. Death Benefits; and

e. Funeral Expenses.

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.

d. Using an **auto** without a reasonable belief that that **insured** is entitled to do so. An **insured** whose license has been suspended, revoked, or never issued does not have a reasonable belief that that **insured** is entitled to operate a motor vehicle.

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. Personal Injury Protection Coverage for **bodily injury** to any **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. Personal Injury Protection Coverage or Extended Medical Expense Benefits 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 Medical Expense Benefits Coverage for **bodily injury** to any **insured**:
   a. Who is entitled to benefits for the **bodily injury** under:
      (1) 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 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.

LIMIT OF LIABILITY

A. The Limits Of Liability shown in the Schedule or 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 Limit Coverage shall be limited by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services or the usual, customary and reasonable fee, whichever is less.

D. Any amounts payable for Medical Expense Limit Coverage as a result of any one accident shall be:

1. Reduced by the applicable deductible indicated in the Schedule or in the Declarations; and
2. Subject to a co-payment of 20% for the amount between the applicable deductible and $5,000.
3. Reduced by any co-payment penalties specified in the Decision Point Review Plan or permitted by New Jersey law or regulation.

E. If the Schedule or Declarations indicates that the **named insured** has elected the Medical Expense Limit - Health Insurance Provider Option, the following provisions apply to medical expenses benefits:

1. **Priority Of Benefits**
   a. The health benefits plans under which the **named insured** and any **family member** are insured shall provide primary coverage for **allowable expenses** incurred by the **named insured** or any **family member** before any medical expense benefits are paid by us.
   b. This insurance shall provide secondary coverage for Medical Expense Limit Coverage for **allowable expenses** which remain uncovered after the health benefits plans, under which the **named insured** and any **family member** 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 Limit Coverage 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 co-payment indicated in the Schedule or in the

Declarations, had the **named insured** not elected the PIP - Medical Expense Limit - Health Insurance Provider Option.

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 co-payment.

(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.**:

(1) 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** remaining 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 the **named insured** or any **family member** per accident shall not exceed the maximum amount payable for Medical Expense Limit Coverage under this policy.

3. Health Benefits Plan Ineligibility

a. If, after the **named insured** has elected the Medical Expense Limit - Health Insurance Provider Option, it is determined that the **named insured** or any **family member** did not have a health benefits plan in effect at the time an accident occurred which resulted in **bodily injury** to the **named insured** or any **family member**, medical expense benefits shall be provided to the **named insured** or any **family member**, subject to the following:

(1) Only Paragraphs **A.** and **B.** of the Limit Of Liability Provision will apply with respect to medical expense benefits.

(2) Any amount payable for medical expense benefits for the **named insured** and any **family member** as a result of any one accident shall:

(a) Be reduced by a deductible equal to the sum of $750 plus the applicable deductible indicated in the Schedule or 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 Limit Coverage under this policy.

b. All items of medical expense incurred by the **named insured** or any **family member** for the treatment of **bodily injury** shall be **eligible expenses** to the extent the treatment 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 accordance with Section 4 of the New Jersey Automobile Reparation Reform Act.

c. We shall be entitled to recover the difference between:

(1) The reduced premium paid under this policy for the Medical Expense Limit - Health Insurance Provider Option; and

(2) The premium which would have been paid under this policy had the **named insured** not elected such option.

We will not provide any premium reduction for the Medical Expense Limit - Health Insurance Provider Option for the remainder of the policy period.

F. The Limit Of Liability shown in the Schedule or in the Declarations for the per week 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. 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:

1. Personal Injury Protection Coverage; or

2. Pedestrian 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. PART F - DUTIES AFTER AN ACCIDENT OR LOSS

Duties **A.** and **B.** are replaced by the following:

A. In the event of an accident, prompt written notice must be given to us or our authorized representative. 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.

   This information must be provided if you or your **health care provider** wish to receive reimbursement pursuant to the policy terms.
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 against a person or organization who is or may be legally liable.
3. Submit, as often as we 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 and sign an acknowledgement that the information is true and accurate.
4. Comply with all requirements of the Decision Point Review Plan.

If the notice, proof of claim or other reasonably obtainable information regarding the accident is received by us thirty (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 Limit Coverage deductible or co-payment; or
2. Any penalty imposed in accordance with our Decision Point Review Plan or permitted by New Jersey law or regulation.

IV. PART G - GENERAL PROVISIONS

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 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;
   - **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.

Paragraph **B.** of the **Policy Period And Territory** Provision is replaced by the following:

POLICY PERIOD AND TERRITORY

B. The policy territory is, with respect to:

1. Personal Injury Protection Coverage or Extended Medical Expense Benefits Coverage, anywhere in the world.
2. Pedestrian Personal Injury Protection Coverage, New Jersey.

The following is added to the **Two Or More Auto Policies** Provision:

TWO OR MORE AUTO POLICIES

1. This Provision does not apply to Extended Medical Expense Benefits Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Extended Medical Expenses Benefits Coverage.

The following Provisions are added:

DECISION POINT REVIEW PLAN REQUIREMENTS

Coverage for **medically necessary** treatment, diagnostic testing and durable medical equipment necessitated by injuries sustained in an automobile accident will be provided in accordance with the Decision Point Review Plan Requirements in effect at the time of treatment. Failure to abide by the Decision Point Review Plan Requirements established pursuant to N.J.A.C. 11:3-4 et seq. and approved by the Department of Banking and Insurance may affect the authorization of reimbursement for medical treatment, diagnostic testing and durable medical equipment and failure to comply with the Post-Service Appeals process will render any demand for arbitration or litigation invalid. A copy of the current Decision Point Review Plan Requirements is available upon request.

PAYMENT OF BENEFITS

A. We may, at our option, pay any medical expense benefits or essential services benefits to the:

1. **Insured**; or
2. 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 is not enforceable unless the provider of service benefits agrees to:

1. Be subject to the **insured's** duties under the policy and the requirements of our Decision Point Review Plan, including the duty to make an internal appeal pursuant to N.J.A.C. 11:3-4.7B or our internal appeals process prior to making a request for dispute resolution in accordance with N.J.A.C. 11:3-5;
2. Hold an **insured** harmless for penalty co-payments imposed by us for a failure of the provider of service benefits to adhere to the requirements of our Decision Point Review Plan; and
3. Furnish a copy of the signed assignment agreement upon request.

B. Failure of a provider to comply with our Decision Point Review Plan requirements will render any prior assignment of benefits under the policy null and void.

C. In the event of the death of an **insured**, we will pay:

1. Any amounts payable, but unpaid prior to death, for Medical Expense Limit Coverage 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.
3. Funeral expense benefits to the **insured's** estate.

PROOF OF HEALTH BENEFITS PLAN COVERAGE

If the Schedule or Declarations indicates that the Medical Expense Limit - Health Insurance Provider Option applies, the **named insured** must provide proof that the **named insured** and any **family members** 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.

DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSE LIMIT COVERAGE

If the Schedule or Declarations indicates that the PIP - Non Medical Benefits - Medical Only Option applies, we will pay personal injury protection benefits consisting of only Medical Expense Limit Coverage for the **named insured** or any **family member**.

EMPLOYEE BENEFITS REIMBURSEMENT

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

ENDORSEMENT -
LOSS PAYABLE CLAUSE (PP 03 05 08 86)

Loss Payee: Named on the Declarations

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. 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 shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the **named insured** shown in the Declarations.

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



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Thank you for choosing NJM as your insurance carrier.
To reach our Customer Service Department, please call: 1-800-232-6600

More information about our Company is available at njm.com