

1. Schedule of premium payments, if any; and
2. Duration of policy term;

i. Whenever an insurer, pursuant to changes approved by the Commissioner, alters the duration of the insured's policy term, the insurer shall permit the insured to revert to the prior duration of policy term upon request.

ii. The renewal offer shall include or be accompanied by a statement advising the insured of his or her right to revert to the prior duration of policy term.

(d) Payment by the insured in accordance with the terms stated in the billing notice or in accordance with terms agreed to with the company or producer shall constitute acceptance of the renewal offer by the insured.

(e) The requirements of (b) above shall not preclude the insurer from offering physical damage coverage with a higher deductible than that in the expiring policy, provided the insured is informed that a lower deductible is available at an appropriate rate.

(f) No notice of nonrenewal shall be valid unless it is mailed or delivered by the insurer to the insured no less than 60 days and no more than 90 days prior to the expiration of the current policy, setting forth the reason(s) for such nonrenewal.

1. No notice of nonrenewal shall be valid unless it includes the designated provision(s) of this subchapter under which action is being taken and the correct facts which bring the insured under the provision(s), including dates and any other facts necessary for identification of the incidents.

i. In the event action is being taken under N.J.A.C. 11:3-8.4(a) (ineligible person), the notice shall provide the basis by which the insured fails to qualify as an eligible person. When notice of nonrenewals is based on automobile insurance eligibility points, the notice shall identify the number of eligibility points and the events and sources which resulted in their assessment.

ii. In the event action is being taken under N.J.A.C. 11:3-8.4(b) (underwriting rules) to nonrenew an insured who is not an eligible person in accordance with the approved underwriting rules applicable to the non-standard rate level of an approved standard/non-standard rating plan, the notice shall provide the basis by which the insured fails to qualify as an eligible person and shall reference the specific underwriting rule by which the insured is disqualified. The notice shall set forth the specific facts upon which the insurer relied to determine that the insured is not an eligible person and is no longer qualified to be insured in accordance with the insurer's approved underwriting rules.

iii. In the event action is being taken under N.J.A.C. 11:3-8.5(a)1, the notice shall specify that the

action is being taken in accordance with N.J.A.C. 11:3-8.5(a)1 (two percent territorial nonrenewal) and shall be consecutively numbered in each territory.

iv. In the event action is being taken under N.J.A.C. 11:3-8.5(a)2, the notice shall specify that the action is being taken in accordance with N.J.A.C. 11:3-8.5(a)2 (one nonrenewal for each two newly insured automobiles) and shall be consecutively numbered in each territory.

2. Each notice of nonrenewal shall include or be accompanied by the statement prescribed in (f)2i below which shall be clearly and prominently set out in boldface type or other manner which draws the reader's attention.

i. Each notice of nonrenewal must set forth: "If you have reason to believe that our decision to nonrenew your policy is not in compliance with New Jersey Regulation N.J.A.C. 11:3-8, you should file a written complaint with the New Jersey Department of Insurance, Division of Enforcement and Consumer Protection, CN 329, Trenton, New Jersey 08625-0329. Your written complaint should indicate the facts on which you are basing your complaint."

(g) Nothing in this subchapter shall be construed as prohibiting a renewal policy from being issued for higher limits of coverage and/or additional coverage(s), provided that such additional protection is specifically requested by the insured and the insurer is willing to provide it. Conversely, nothing shall prohibit the renewal policy from being issued for lower limits of coverage and/or fewer coverages provided that such reduction in protection is specifically requested by the insured and further provided that coverage in no case shall fall below the level or levels otherwise required by law.

(h) In any instance in which an insurer may, pursuant to the provisions of this subchapter, nonrenew an automobile policy, it may, in lieu of the nonrenewal and in compliance with such provisions, condition the renewal of the policy upon a change of limits or elimination of any coverage not required by law.

(i) No notice of nonrenewal for any coverage subject to this subchapter shall be valid unless it is based upon one or more of the standards set forth in N.J.A.C. 11:3-8.3 or is otherwise authorized by the Commissioner of Insurance pursuant to N.J.A.C. 11:3-8.4.

Amended by R.1973 d.30, effective January 25, 1973.  
See: 4 N.J.R. 305(b), 5 N.J.R. 48(a).  
Amended by R.1976 d.328, effective October 18, 1976.  
See: 8 N.J.R. 421(a), 8 N.J.R. 516(e).  
Amended by R.1977 d.100, effective March 23, 1977.  
See: 9 N.J.R. 178(b).  
Amended by R.1977 d.437, effective January 1, 1978.  
See: 9 N.J.R. 435(d), 9 N.J.R. 586(b).  
Amended by R.1983 d.190, effective June 6, 1983.  
See: 15 N.J.R. 231(a), 15 N.J.R. 927(a).  
Recodified from 11:3-8.1. Replaced (d).  
Amended by R.1986 d.418, effective October 6, 1986.

See: 18 N.J.R. 1079(a), 18 N.J.R. 2039(a).  
Emergency Amendment, R.1990 d.626, effective November 26, 1990,  
operative April 1, 1991 (expired January 25, 1991).

See: 22 N.J.R. 3766(b).  
Recodified from 11:3-8.2. In (f)1i, added notice of eligibility points  
and added ii-iv.

Adopted Concurrent Proposal, R.1991 d.89, effective January 25, 1991,  
operative April 1, 1991.

See: 22 N.J.R. 3766(b), 23 N.J.R. 507(a).

Provisions of emergency amendment R.1990 d.626 readopted without  
change.

Amended by R.1991 d.45, effective February 4, 1991.

See: 22 N.J.R. 1678(a), 23 N.J.R. 306(b).

In (f): revised address in (f)2i and deleted NJAFIUA reference in  
(f)3, adding text "... a residual market mechanism created by statute."

#### Case Notes

Notices of nonrenewal must be sent in strict compliance with statuto-  
ry provisions. *Lopez v. New Jersey Auto. Full Ins. Underwriting Ass'n*,  
239 N.J.Super. 13, 570 A.2d 994 (A.D.1990), certification denied 122  
N.J. 131, 584 A.2d 206.

Renewal policy need not be issued until premium is paid. *Lopez v.*  
*New Jersey Auto. Full Ins. Underwriting Ass'n*, 239 N.J.Super. 13, 570  
A.2d 994 (A.D.1990), certification denied 122 N.J. 131, 584 A.2d 206.

Insurance agent who continued to service insurer's policyholders  
subsequent to termination with insurance company, established prima  
facie case of quasi-contract. *Cohen v. Home Ins. Co.*, 230 N.J.Super.  
72, 552 A.2d 654 (A.D.1989).

Policy binder in effect for more than 60 days held to provide  
coverage in absence of formal notice of cancellation, despite lack of any  
premium payment and knowledge that insurer would not issue policy.  
*Miney v. Baum*, 170 N.J.Super. 282, 406 A.2d 234 (Law Div.1979).

Under assigned risk automobile insurance plan, 45 day notice suf-  
ficed for non-renewal expiration; broker held to have breached duty to  
insured in failing to advise him of ramifications of expiration. *Com-  
mercial Union Assurance Companies v. State Farm Mutual Automobile  
Insurance Co.*, 158 N.J.Super. 326, 385 A.2d 1286 (Law Div.1978).

Provision that no insurer shall refuse to renew coverage without  
consent of the Commissioner upheld against constitutional challenges.  
*Sheeran v. Nationwide Mutual Insurance Co., Inc.*, 80 N.J. 548, 404  
A.2d 625 (1979).

Proof of mailing of notice of cancellation held to be conclusive proof  
of provision of such notice to insured. *Weathers v. Hartford Insurance  
Group*, 77 N.J. 228, 390 A.2d 548 (1978).

#### 11:3-8.4 Standards of nonrenewal applicable to all automobile policies

(a) An insurer may issue a notice of nonrenewal to any  
person who is not an eligible person as defined in N.J.A.C.  
11:3-34.

1. For the purpose of determining whether a person is  
an eligible person who must be renewed, an insurer shall  
consider those eligibility points accrued only in the  
36-month period ending 90 days prior to the expiration of  
the current policy.

2. An insurer shall not issue a notice of nonrenewal  
for the reason that a member of the insurer's household is  
not an eligible person unless the member of the insured's  
household usually accounts for 10 percent or more of the  
use of the vehicle insured for the purpose of this section:

i. Any driver who is the principal driver of an  
automobile shall be presumed not to account for 10  
percent or more of the use of any other automobile in  
the household.

ii. Except when there are more automobiles than  
drivers in the household, a person shall be presumed  
not to be the principal driver of more than one automo-  
bile.

3. No insurer shall issue a notice of nonrenewal to any  
person qualified to be renewed in accordance with the  
insurer's underwriting rules filed and approved pursuant  
to N.J.A.C. 11:3-35.

(b) An insurer which has filed a standard/non-standard  
rating plan pursuant to N.J.A.C. 11:3-19 may issue notices  
of intention not to renew any insured who is not an eligible  
person and who no longer qualifies for any rate level in  
accordance with its approved underwriting rules.

Amended by R.1983 d.190, effective June 6, 1983.

See: 15 N.J.R. 231(a), 15 N.J.R. 927(a).

Recodified from 11:3-8.1(e)-(g).

Amended by R.1986 d.418, effective October 6, 1986.

See: 18 N.J.R. 1079(a), 18 N.J.R. 2039(a).

Emergency Repeal and New Rule, R.1990 d.626, effective November  
26, 1990, operative April 1, 1991 (expired January 25, 1991).

See: 22 N.J.R. 3766(b).

Recodified from 11:3-8.3.

Adopted Concurrent Proposal, R.1991 d.89, effective January 25, 1991,  
operative April 1, 1991.

See: 22 N.J.R. 3766(b), 23 N.J.R. 507(a).

Provisions of emergency repeal and new rule R.1990 d.626 readopted  
with changes.

#### Case Notes

Nonmailing or mailing of renewal offer for New Jersey Automobile  
Full Insurance Underwriting Association policy by mail less than 30  
days before expiration date results in coverage beyond expiration date  
for reasonable period. *Gatto v. New Jersey Auto. Full Ins. Underwrit-  
ing Ass'n*, 284 N.J.Super. 665, 666 A.2d 204 (A.D.1995).

Insured at-fault for automobile accident; insured could decline to  
renew insurance. *AMICA Mutual Insurance Co. v. Farley*, 93  
N.J.A.R.2d (INS) 51.

#### 11:3-8.5 Additional nonrenewals

(a) Any insurer may:

1. For each calendar year period, issue notices of  
intention not to renew an automobile insurance policy in  
the voluntary market in an amount not to exceed two  
percent of the total number of voluntary market automo-  
bile insurance policies of the insurer, rounded to the  
nearest whole number, which are in force at the end of  
the previous calendar year in each of the insurer's territo-  
ries; and

2. For every two newly insured automobiles which an  
insurer voluntarily writes in each territory during each  
calendar year period, issue a notice of intention not to  
renew one additional automobile in that territory. For  
the purpose of this subsection, "voluntarily writes" shall  
not include any exposure voluntarily written by or as-  
signed to an insurer to meet any quota established pursu-  
ant to N.J.S.A. 17:30E-14 and N.J.S.A. 17:33B-11 and  
shall not include any new business cancelled by the insur-  
er pursuant to N.J.S.A. 17:29C-7.

“Substantially similar vehicle” means a vehicle of the same make, model, year and condition, including all major options of the insured vehicle. Mileage must not exceed that of the insured vehicle by more than 4,000 miles. Mileage differences of more than 4,000 miles may, at the option of the insured, be exchanged for the presence or absence of options or a cash adjustment.

Amended by R.1985 d.629, effective December 16, 1985.  
See: 16 N.J.R. 3170(a), 17 N.J.R. 2988(a).

#### Case Notes

Insurers' activities in estimating repair costs held not an Antitrust Act violation. *Chick's Auto Body v. State Farm Mutual Automobile Insurance Co.*, 168 N.J.Super 68, 401 A.2d 722 (Law Div.1979), affirmed per curiam 176 N.J.Super. 320, 423 A.2d 311 (App.Div.1980).

Measure of value applicable under policy's theft coverage held to be fair market value; insured, owner of modified vehicle, held entitled to recover only the average market value of an ordinarily equipped automobile of the same make, model and year. *Titus v. West American Insurance co.*, 143 N.J.Super. 195, 362 A.2d 1236 (Law Div.1976).

### 11:3-10.3 Adjustment of partial losses

(a) If the insurer intends to exercise its right to inspect, or cause to be inspected by an independent appraiser, damages prior to repair, the insurer shall have seven working days following receipt of notice of loss to inspect the insured's damaged vehicle, which is available for inspection, at a place and time reasonably convenient to the insured; commence negotiations; and make a good faith offer of settlement.

(b) Negotiations must be conducted in good faith, with the basic goal of promptly arriving at an agreed price. Early in negotiations, the insurer must inform and confirm in writing to the insured or the insured's designated representative all deductions that will be made from the agreed price, including the amount of applicable deductible.

(c) If the insurer inspects the damaged vehicle or causes it to be inspected, the insurer shall promptly upon completing the inspection furnish the insured or the designated representative of the insured with a detailed written estimate of the cost of repairing the damage resulting from the loss, specifying all appropriate deductions.

(d) No insurer shall negotiate the settlement of any physical damage claim involving an automobile as defined at N.J.S.A. 39:13-1b with an unlicensed auto body repair facility or in any manner utilize an unlicensed facility in the adjustment, negotiation or settlement of such a claim. It shall be the responsibility of the insurer to make a reasonable and diligent effort to determine whether the facility is properly licensed.

(e) Subject to the requirements of (d) above, the insured may use any repair facility of his or her own choice. The insured's selection of facilities may be made upon entering into a contract for insurance by affirmatively accepting optional policy provisions that provide that only certain

specified facilities will be used for automobile repairs, and a selection so made is binding on the insured. With respect to automobile damage claims, the insurer shall notify in writing any insured who elects to use his or her own repair facility that, pursuant to law, any entity engaged in the business of auto body repairs must be duly licensed. The notice shall further advise the insured that the insurer is prohibited by law from negotiating, adjusting or settling an automobile damage claim with an unlicensed facility. The written notice shall be furnished at the time of acknowledgment of the claim as provided at N.J.A.C. 11:2-17.6 or upon the furnishing of its written estimate, as specified at (c) above, whichever is sooner. The insurer must make all reasonable efforts to obtain an agreed price with the facility selected by the insured. The insurer may recommend, and if the insured requests, must recommend a qualified repair facility at a location reasonably convenient to the insured motor vehicle who will repair the damaged motor vehicle at the insurer's estimated cost of repairs, but in either event the provisions of (g) below apply.

(f) All estimates, including revisions and adjustments, prepared by any repair facility, estimator or appraiser must be included in each claim file.

(g) If the insured's vehicle is repaired at a repair facility whose name is furnished by the insurer under (e) above for a sum estimated by the insurer as the reasonable cost to repair the vehicle the insurer:

1. Shall select a repair facility that issues written guarantees that any work performed in repairing damaged vehicles meets generally accepted standards for safe and proper repairs;

2. Shall cause the damaged vehicle to be restored to the condition it was in prior to the loss, at no additional cost to the insured and within a reasonable time, if the repair facility does not repair the damaged vehicle in accordance with generally accepted standards for a safe and proper repair.

(h) Whenever an insurer elects to repair its insured's vehicle, that is, physically take the vehicle and have it repaired, the election must be in writing addressed to the insured and contain a reasonable estimate of the time period within which the vehicle will be repaired. The insurer shall guarantee, in writing, that the work performed meets generally accepted standards for safe and proper repairs.

(i) Deductions for betterment and depreciation are permitted only for parts normally subject to repair and replacement during the useful life of the insured motor vehicle. Deductions for betterment and depreciation shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount by which the resale value of the vehicle is increased by the repair or replacement. Calculations for betterment, depreciation and

normal useful life must be included in the insurer's claim file.

(j) Deductions for previous damage or prior condition of the vehicle must be measurable, discernible, itemized and specific as to the dollar amount, and those deductions must be included in the insurer's claim file. The deductions shall be limited to the amount by which the resale value of the motor vehicle is increased by the estimation of the previous damage or the correction of the prior condition.

(k) The insurer must mail or hand deliver to the insured or the designated representative its proof of loss or payment within five working days after the insured has accepted the insurer's offer.

(l) The insured shall have the right to receive the proceeds of any settlement. The insurer may not insist on making settlement proceeds jointly payable to the insured and the repair facility, or payable to the repair facility only. If the insured has exercised his or her right to accept the optional policy provisions that provide that only certain specified facilities will be used for automobile repairs, the insurer may pay settlement proceeds directly to the repair facility.

(m) The insured may elect to have the insurer pay the repair facility directly in order to expedite recovery of the motor vehicle. The insured must make this election in writing.

Amended by R.1985 d.629, effective December 16, 1985.

See: 16 N.J.R. 3170(a), 17 N.J.R. 2988(a).

Substituted "the insurer" for "it".

Amended by R.1987 d.249, effective June 15, 1987.

See: 18 N.J.R. 2415(a), 19 N.J.R. 1096(a).

Substantially amended.

Amended by R.1995 d.471, effective August 21, 1995 (operative January 1, 1996).

See: 27 N.J.R. 437(a), 27 N.J.R. 3172(a).

In (e) allowed limitation of insured's choice of repair facilities as optional part of insurance contract and in (l) allowed payment directly to repair facility under such contract.

Public Notice: Extension of operative date of R.1995 d.471 to March 1, 1996.

See: 27 N.J.R. 5031(a).

#### Case Notes

Insurers' activities in estimating repair costs held not an Antitrust Act violation. *Chick's Auto Body v. State Farm Mutual Automobile Insurance Co.*, 168 N.J.Super. 68, 401 A.2d 722 (Law Div.1979), affirmed per curiam 176 N.J.Super. 320, 423 A.2d 311 (App.Div.1980).

#### 11:3-10.4 Adjustment of total losses

(a) If the insurer elects to make a cash settlement, it must bear in mind at all times that the insured's position is that of a retail consumer and the settlement value arrived at must be reasonable and fair for a person in that position. Written, itemized valuations showing all options and deductions shall be included in the insurer's claim file and presented to the insured no later than the date of payment. If the insurer elects to make a cash settlement, its offer, subject to applicable additions or deductions, must be one of the following plus applicable sales tax:

1. The average of the retail values for substantially similar motor vehicles as listed in the editions current for the date of loss of two valuation manuals approved by the Commissioner.

i. The average figure arrived at may be reduced or increased by considering all factors, including, but not limited to, mileage tables and the presence or absence of extras.

ii. If the destroyed vehicle included an option which is listed in one manual but not in the other, the value of the option shall not be averaged. The insured shall receive full value for the option by carrying over the amount listed to the other manual. The option carry-over shall apply only in those instances where the option has not been considered by the used vehicle guide either as a separate item or included in the vehicle's base value.

iii. If a manual is submitted for approval by the Commissioner its accuracy must meet objective criteria for the values of substantially similar vehicles of at least 85 percent of all makes and models for the last 15 years and shall include all major options. A sufficient number of vehicles shall be used for each year, make and model to represent a cross-section sufficient to determine fair market values. At the time of request for approval, the source of the manual's data must be revealed to the Commissioner in a manner that can be verified by the Department. Manuals approved for use on or after January 1, 1976 are "Automobile Red Book" and "Older Car/Truck Red Book" published by Maclean Hunter Market Reports, Inc. and the "N.A.D.A. Official Used Car Guide" and "N.A.D.A. Official Older Car Guide" published by the National Automobile Dealers Used Car Guide Company.

2. A quotation obtained by the insurer for a substantially similar motor vehicle from a dealer located within a reasonable distance from the principal place of garage-ment of the insured vehicle. Unless otherwise agreed by the insured, a reasonable distance shall not exceed 25 miles from the principal place of garage-ment. The vehicle must be available for purchase by the insured and the insured must be able to purchase it for the insurer's cash offer plus applicable deductions. The insurer shall maintain in its claim file proof of the vehicle's availability and the name and location of the dealer, stock number, vehicle identification number and description of the substantially similar vehicle.

3. The fair market value of the insured vehicle, determined by using a source including a computerized database approved by the Commissioner that meets all of the following minimum criteria:

i. The source must give primary consideration to the values of vehicles in the local market area, but if necessary to obtain a reasonable cross-section of the market, may consider vehicles in the next closest area.

ii. The source shall produce fair market values of substantially similar vehicles for at least 85 percent of all makes and models for the last 15 years and shall include all major options. A sufficient number of vehicles must be used for each year, make, and model to represent a cross-section of the market sufficient to determine fair market value.

iii. If the database uses several price ranges for the same model vehicle depending on the condition of the vehicle, it must clearly indicate what condition the vehicle is being valued at and define in detail the difference between such rating categories. Documentation of the condition of the insured vehicle must be made a part of the written valuation.

iv. At the time of request for approval the source of the database shall be revealed to the Commissioner in a manner that can be verified by the Department.

4. If it is not possible to value the insured vehicle by using the method set forth in (a)1, 2 and 3, the insurer shall determine the retail value of the vehicle by using the best available method and shall fully explain in writing to the insured how its offer was calculated.

(b) If the insurer is notified in writing within 30 calendar days of the receipt of the claim draft that the insured cannot purchase a comparable vehicle at the market value established by the insurer, the insurer shall reopen its claim file and the following procedures will apply:

1. The insurer may locate a substantially similar vehicle by the same manufacturer of the same year, make and model, with similar options, mileage, and condition as the destroyed vehicle from a licensed dealer. Such vehicle must be within a reasonable distance not to exceed 25 miles from the insured's principal place of garaging;

2. The insurer shall either pay the difference between the market value before applicable deductions and the cost or the market value as determined by (a)2 above of a substantially similar vehicle located by the insured or negotiate and effect purchase of this vehicle for the insured;

3. The insurer may elect to offer a replacement vehicle in accordance with the provisions as in (e) below; or

4. The insurer or insured may conclude the loss settlement as provided for under the appraisal section of the insurance contract in force at the time of loss. This appraisal shall be considered as binding against both parties, but shall not preclude or waive any other rights either party has under the insurance contract or under law.

(c) The insurer shall advise the insured in writing of the rights of recourse at the time the settlement draft is issued and retain a copy of the notice in its claim file.

(d) An insurer shall use the same source of settlement for all claims unless it is documented that the primary settlement source is not available in the case of a particular vehicle. At the request of the Commissioner, the insurer shall provide the Department with its primary source of valuation for vehicles.

(e) If the insurer elects to replace the vehicle, the replacement vehicle must be an immediately available, substantially similar vehicle that is both furnished and paid for by the insurer, subject to the deductible, if any, and including applicable sales tax.

(f) If the insured vehicle is a private passenger automobile of the current model year, meaning that the vehicle has not been superseded in the market place by an officially introduced succeeding model, the insurer shall utilize one of the following methods in the settlement of the loss, unless the utilization of (a) or (b) above is more favorable to the consumer.

1. Either the insurer shall pay the insured an amount equal to the reasonable purchase price on the date of the loss of a new identical vehicle, less any applicable deductible and an allowance for depreciation in accordance with the schedule below; or

2. The insurer shall provide the insured with a new identical replacement vehicle charging the insured for any applicable deductible and for depreciation in accordance with the schedule below:

**Depreciation Schedule**

Purchase Price	Depreciation per mile
Up to \$ 6,500	\$0.10
\$ 6,501-\$ 8,000	0.12
8,001- 10,000	0.15
10,001- 12,000	0.18
12,001- 15,000	0.21
15,001- 20,000	0.25
More than \$20,000	0.29

(g) In the event of a total loss, any parts of the insured vehicle included in its valuation which are removed by the insured or the designated representative shall have their value deducted from the final settlement figure. This section shall not be construed to grant a right of removal.

(h) The following provisions of N.J.A.C. 11:3-10.3 also shall apply to the adjustment of total losses, except that the insurer shall have a total of 14 working days to comply with the requirements of subsections (a), (b), (c), (h), (i), (j) and (k) of N.J.A.C. 11:3-10.3.

(i) This section does not prohibit an insurer from issuing a stated value policy insuring against physical damage where the amount of damages to be paid in the event of a total loss is a specified dollar amount.

(j) If the vehicle is a total loss, the insurer may require that the insured transfer ownership of the vehicle to recoup salvage as a condition of settlement.

As amended, R.1976 d.371, eff. November 22, 1976.  
See: 8 N.J.R. 481(b), 8 N.J.R. 559(c).  
Amended by R.1985 d.629, effective December 16, 1985.  
See: 16 N.J.R. 3170(a), 17 N.J.R. 2988(a).  
(a)lii added; new depreciation schedule.  
Administrative correction to (e).  
See: 21 N.J.R. 3173(b).  
Amended by R.1987 d.249, effective June 15, 1987.  
See: 18 N.J.R. 2415(a), 19 N.J.R. 1096(a).  
Substantially amended.  
Amended by R.1995 d.583, effective November 6, 1995.  
See: 27 N.J.R. 2535(a), 27 N.J.R. 4314(a).

#### Case Notes

Compilation of used vehicle valuations did not automatically fall into public domain and lose its copyright protection. CCC Information Services, Inc. v. Maclean Hunter Market Reports, Inc., C.A.2 (Conn.)1994, 44 F.3d 61, 33 U.S.P.Q.2d 1183, petition for certiorari filed.

#### 11:3-10.5 Unreasonable delay

(a) Unless a clear justification exists, physical damage claims will have a maximum payment period of 30 calendar days. A payment period is the period between the date of the receipt of the notice of loss by the insurer, and:

1. The date the settlement check is mailed; or
2. The date on which the damaged vehicle is returned to use when the insurer elects to repair or have repaired the insured vehicle; or
3. The date on which the damaged vehicle is replaced by the insurer.

(b) If any element of a physical damage claim remains unresolved more than 30 calendar days from the date of receipt of notice of loss by the insurer, the insurer shall provide the insured with a written explanation of the specific reasons for delay in the claim settlement. An updated letter of explanation shall be sent again every 30 calendar days thereafter until all elements of claim are either honored or rejected.

(c) Any letter of explanation, rejection or acceptance of any element of a claim shall contain in the upper right hand corner the date of receipt of notice of loss by the insurer and be identified as such. The letter shall also contain the identity and claim processing address of the insurer, and the insured's policy number and claim number.

(d) A copy of the second update letter sent 60 days after the date of receipt of notice of loss, and all thereafter sent to any New Jersey insured, shall be mailed simultaneously to the insured and the Division of Enforcement and Consumer Protection, 20 West State Street, CN 325, Trenton, New Jersey 08625.

Amended by R.1985 d.629, effective December 16, 1985.  
See: 16 N.J.R. 3170(a), 17 N.J.R. 2988(a).

Substituted "Marketplace Regulation and Consumer Assistance Division" for "Consumer Services Division".

Amended by R.1991 d.45, effective February 4, 1991.  
See: 22 N.J.R. 1678(a), 23 N.J.R. 306(b).

In (d): revised address.

#### Law Review and Journal Commentaries

Damages—First Party Claims—Insurance. Judith Nallin, 133 N.J.L.J. No. 12, 65 (1993).

#### Case Notes

Cause of action exists for insured's bad-faith refusal to pay first-party claims. Pickett v. Lloyd's, 131 N.J. 457, 621 A.2d 445 (1993).

Insurer owes duty of good faith to insured in processing first-party claim. Pickett v. Lloyd's, 131 N.J. 457, 621 A.2d 445 (1993).

Finding that insurer and agent breached duty of fair dealing by failing to timely pay claim was supported by the evidence. Pickett v. Lloyds, 252 N.J.Super. 477, 600 A.2d 148 (A.D.1991), certification granted 127 N.J. 563, 606 A.2d 373, affirmed 131 N.J. 457, 621 A.2d 445.

Insured acted reasonably in not reading proof of loss form. Pickett v. Lloyds, 252 N.J.Super. 477, 600 A.2d 148 (A.D.1991), certification granted 127 N.J. 563, 606 A.2d 373, affirmed 131 N.J. 457, 621 A.2d 445.

Insured could recover for lost income as result of insurer's delay in paying claim. Pickett v. Lloyds, 252 N.J.Super. 477, 600 A.2d 148 (A.D.1991), certification granted 127 N.J. 563, 606 A.2d 373, affirmed 131 N.J. 457, 621 A.2d 445.

Insured who did not submit proof of loss until loss of seniority was not barred from recovery against insurer. Pickett v. Lloyds, 252 N.J.Super. 477, 600 A.2d 148 (A.D.1991), certification granted 127 N.J. 563, 606 A.2d 373, affirmed 131 N.J. 457, 621 A.2d 445.

#### 11:3-10.6 Loss of use

In the event of the theft of the entire vehicle the insurer at the time of notification shall advise the insured of his or her right under the policy to be reimbursed for transportation expenses. The notification must be confirmed in writing immediately after receipt of notice of theft. All conditions and benefits related to this coverage as stated in the policy must be contained in the notification to the insured.

Amended by R.1985 d.629, effective December 16, 1985.  
See: 16 N.J.R. 3170(a), 17 N.J.R. 2988(a).

Deleted "it shall be the duty of".

#### 11:3-10.7 Subrogation agreements

(a) If an insured has received payment under his or her physical damage coverage that is subject to a deductible, the insured shall share, pro rata, with the insurer any net recovery received by the insurer from third parties.

(b) Net recovery shall be the total recovery less the insurer's allocated loss adjustment expenses attributable to such recovery. The formula for computing net recovery and the insured's share of recovery of the deductible may be stated as follows:

Amended to delete references to the NJAFIUA and to substitute therefor a general reference to residual market mechanisms created by New Jersey statute consistent with "The Fair Automobile Insurance Reform Act of 1990", P.L. 1980 c.8.

### 11:3-15.2 Scope

This subchapter applies to every insurance company authorized to transact the business of private passenger automobile insurance in this State and to any residual market mechanism created by any New Jersey statute.

New Rule, R.1989 d.117, effective February 21, 1989.

See: 20 N.J.R. 2984(a), 21 N.J.R. 558(b).

Old text was repealed.

Amended by R.1990 d.580, effective November 19, 1990 (operative January 1, 1991).

See: 22 N.J.R. 1681(a), 22 N.J.R. 3488(b).

Amended to delete references to the NJAFIUA and to substitute therefor a general reference to residual market mechanisms created by New Jersey statute consistent with "The Fair Automobile Insurance Reform Act of 1990", P.L. 1980 c.8.

### 11:3-15.3 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Department" means the Department of Insurance of the State of New Jersey.

"Insurance company" means any person, corporation, association, partnership, company and any other legal entity issuing a contract of private passenger automobile insurance, including any residual market mechanism established pursuant to any New Jersey statute. As appropriate, "insurance company" shall also mean a servicing carrier for a residual market mechanism.

New Rule, R.1989 d.117, effective February 21, 1989.

See: 20 N.J.R. 2984(a), 21 N.J.R. 558(b).

Repealed old rule, "effective date."

Amended by R.1989 d.624, effective December 18, 1989 (operative January 1, 1990).

See: 21 N.J.R. 3244(a), 21 N.J.R. 3922(a).

NJAFIUA added to definition of "insurance company".

Amended by R.1990 d.580, effective November 19, 1990 (operative January 1, 1991).

See: 22 N.J.R. 1681(a), 22 N.J.R. 3488(b).

Changed definition of "Insurance Company" for consistency with "The Fair Automobile Insurance Reform Act of 1990", P.L. 1990 c.8.

#### Case Notes

Insured was not entitled to underinsured motorist benefits; insurance carried by two vehicles which struck his was greater than the amount of uninsured coverage which he could have obtained. *Pinto v. Garretson*, 237 N.J.Super. 444, 568 A.2d 119 (A.D.1989).

Insurer and agent were not liable in allegedly failing to inform insured about higher levels of underinsured motorist coverage. *Pinto v. Garretson*, 237 N.J.Super. 444, 568 A.2d 119 (A.D.1989).

### 11:3-15.4 Compliance

Pursuant to N.J.S.A. 39:6A-23, no new private passenger automobile insurance policy or renewal shall be issued on or after January 1, 1989, unless the application for the policy or

renewal is accompanied by a written notice which meets the minimum standards prescribed in this subchapter.

New Rule, R.1989 d.117, effective February 21, 1989.

See: 20 N.J.R. 2984(a), 21 N.J.R. 558(b).

Repealed "General context of written notice".

Amended by R.1996 d.58, effective February 5, 1996.

See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

#### Case Notes

Insurance agent had no obligation to contact insureds to provide explanation of notice provided by insurance carrier. *Bruce v. James P. MacLean Firm*, 238 N.J.Super. 501, 570 A.2d 49 (L.1989), affirmed 238 N.J.Super. 408, 570 A.2d 1.

"Notice of coverage" provisions imposed duty on carrier to prove only that it mass mailed requisite materials concerning optional coverage to its insureds. *Bruce v. James P. MacLean Firm*, 238 N.J.Super. 501, 570 A.2d 49 (L.1989), affirmed 238 N.J.Super. 408, 570 A.2d 1.

### 11:3-15.5 Content of written notice; receipt by public

(a) The written notice shall include the New Jersey Auto Insurance Buyer's Guide and the Coverage Selection Form as they appear in this subchapter.

(b) Each named insured of an automobile insurance policy shall receive a Buyer's Guide and a Coverage Selection Form:

1. When application is made for a new policy;
2. As part of a notice of renewal; and
3. When mid-term changes are requested which require the use of a Coverage Selection Form (see N.J.A.C. 11:3-15.9).

(c) The Coverage Selection Form shall be used in accordance with the requirements of N.J.A.C. 11:3-15.9.

New Rule, R.1989 d.117, effective February 21, 1989.

See: 20 N.J.R. 2984(a), 21 N.J.R. 558(b).

Repealed "General content of buyer's guide".

Amended by R.1989 d.624, effective December 18, 1989 (operative January 1, 1990).

See: 21 N.J.R. 3244(a), 21 N.J.R. 3922(a).

(c) deleted.

Amended by R.1990 d.580, effective November 19, 1990 (operative January 1, 1991).

See: 22 N.J.R. 1681(a), 22 N.J.R. 3488(b).

Amended to clarify when a Buyer's Guide and Coverage Selection Form are required to be received by the public, and, for convenience to the reader, to reference the rules concerning the use of the Coverage Selection Form (see section 13 of the "Fair Automobile Insurance Reform Act of 1990").

#### Case Notes

Insured could not have jury trial in reformation action for agent's failure to inform insured of available underinsured motorist coverage. *Weinisch v. Sawyer*, 123 N.J. 333, 587 A.2d 615 (1991).

Direct writing insurer was not responsible for insured's inadequate underinsured motorist (UIM) coverage. *Andriani v. New Jersey Mfrs. Ins. Co.*, 245 N.J.Super. 252, 584 A.2d 875 (A.D.1991), certification denied 126 N.J. 327, 598 A.2d 886.

Client-initiated contacts with insurance brokers can result in broker's duty to exercise skill and possess knowledge concerning coverages.

Avery v. Arthur E. Armitage Agency, 242 N.J.Super. 293, 576 A.2d 907 (A.D.1990).

Insurer's buyer's guide and coverage selection form complied with regulations. Avery v. Arthur E. Armitage Agency, 242 N.J.Super. 293, 576 A.2d 907 (A.D.1990).

Insurer that was already voluntarily offering underinsured motorist coverage prior to January 1, 1984 did not have adjustment period until July 1, 1984. Sikking v. Nelson, 242 N.J.Super. 185, 576 A.2d 311 (A.D.1990).

"Notice of coverage" provisions required carrier to prove only that it mass mailed requisite materials. Bruce v. James P. MacLean Firm, 238 N.J.Super. 501, 570 A.2d 49 (L.1989), affirmed 238 N.J.Super. 408, 570 A.2d 1.

Insured was not entitled to underinsured motorist benefits; insurance carried by two vehicles which struck his was greater than the amount of uninsured coverage which he could have obtained. Pinto v. Garretson, 237 N.J.Super. 444, 568 A.2d 119 (A.D.1989).

Insurer and agent were not liable in allegedly failing to inform insured about higher levels of underinsured motorist coverage. Pinto v. Garretson, 237 N.J.Super. 444, 568 A.2d 119 (A.D.1989).

Whether insured was contributorily negligent was for jury. Weinisch v. Sawyer, 237 N.J.Super. 195, 567 A.2d 259 (A.D.1989), certification granted 121 N.J. 658, 583 A.2d 345, reversed 123 N.J. 333, 587 A.2d 615.

### 11:3-15.6 Minimum Standards for New Jersey Auto Insurance Buyer's Guide

(a) Any insurance company may comply with this subchapter by using a camera-ready typeset Buyer's Guide produced by the Department. To obtain this camera-ready Buyer's Guide, an insurance company may contact the Division of Public Affairs, Department of Insurance, 20 West State Street, CN 325, Trenton, New Jersey 08625-0325.

(b) Insurance companies that wish to produce their own plates may do so according to the requirements prescribed in this subchapter.

(c) In preparing the Buyer's Guide, insurance companies shall use the text provided in this subchapter. Insurance companies which do not offer all the coverages described in the Buyer's Guide shall delete those sections and shall indicate clearly that they do not offer those coverages. Insurance companies may add information to the Buyer's Guide provided that the additional information is consistent with the purpose of the written notice.

(d) To assure conformity with this subchapter, each insurance company shall file its Buyer's Guide with the Division of Public Affairs. The filing shall include a sample copy of the insurance company's Buyer's Guide and a letter listing all alterations and additions, if any, made from the text appearing in this section. The filing shall be made once when the first Buyer's Guide is issued by the insurance company and again whenever changes are made.

(e) When changes are made in Buyer's Guide, the new Buyer's Guide shall be filed with the Division of Public Affairs within seven days of its use, and the bottom of the last page shall clearly state the month and year in which the changes were implemented. Insurers shall be permitted to use existing supplies of the current Buyer's Guide until June 30, 1996. After that date, only use of a Buyer's Guide conforming to these rules shall be permitted.

(f) The size of the pages of the Buyer's Guide shall not be smaller than three and a half inches by eight and one-half inches. The camera-ready Buyer's Guide produced by the Department shall use pages measuring five and one-half inches by eight and one-half inches.

(g) An insurance company which uses the Department's camera-ready Buyer's Guide shall not reduce the image or the size of its pages. The Buyer's Guide shall be bound. If an insurance company intends to fit this printed booklet in a common-size four-inch by nine-inch business envelope, the booklet may be folded once lengthwise.

(h) The Buyer's Guide shall be printed on paper of a quality sufficient to assure that printing does not bleed from one side to the other. The cover may be of the same or better paper quality as the pages.

(i) The type size used in the Buyer's Guide shall be at least 10-point. The camera-ready material provided by the Department shall be 12-point type.

(j) The type style used shall be within the discretion of the insurance company, but it shall be suitable for the use of boldface type for emphasis. In the text required by this subchapter, material which appears in boldface shall be printed in boldface type. The type style used in the camera-ready material provided by the Department shall be Times Roman.

(k) To provide adequate white space for an attractive format, the typeset shall be paragraphed consistent with the text of the Buyer's Guide in (m) below. Additionally, at least one line shall be skipped between each paragraph.

(l) The Buyer's Guide shall have a cover with the following title in large type: "New Jersey Auto Insurance Buyer's Guide." In regular type, the cover shall state, "This contains only general information and is not a legal document." An insurance company may include its name and/or company logo on the cover.

(m) An insurance company which writes at least two percent of the New Jersey private passenger automobile market, and each NJAFIUA servicing carrier, shall print its name and toll-free telephone number on the last page of the Buyer's Guide.

(n) An insurance company which does not offer additional medical expense benefits above limits of \$250,000 per person, per accident, shall not include any reference to this optional coverage in its Buyer's Guide, nor shall any reference be made to such coverage in its Coverage Selection Form.

(o) The text of the New Jersey Auto Insurance Buyers' Guide follows:

New Jersey  
Auto Insurance  
Buyers' Guide

This contains only general information and is not a legal document.

Summary

New Jersey consumers have specific rights regarding the purchase of auto insurance coverage.

For instance, if the insurance company you choose will not sell you auto insurance, the company must tell you why and, upon your request, the company must respond in writing. If you are not satisfied with the company's response, you can ask the New Jersey Department of Insurance for help. Under certain circumstances, you may also ask for a hearing. Any consumer who believes that his or her insurance company has improperly charged him or her for an at-fault accident can contact the Department, which will investigate the allegations.

The insurance agent or the insurance company also must tell you whether you qualify for auto insurance coverage with one of its other companies or affiliates. Auto insurance applicants with eight or fewer eligibility points can obtain coverage from the company to which they apply, if they fulfill all other eligibility requirements.

You also have the right to receive from your agent auto insurance premium quotes from all the insurance companies he or she represents for which you qualify.

The law requires that you maintain auto liability coverage which, subject to the terms and limits of the policy, protects you in case you are sued, and pays for damages that you cause to someone else's property. Please see page XX.

You are also required to purchase personal injury protection, which pays the auto accident-related medical bills of you and your family. Please see page XX.

You can choose whether your health insurance will pay first for injuries stemming from auto accidents (if you have health insurance which pays for such injuries), or whether you want your auto insurer to pay medical expenses first. You may save on your auto premiums by choosing the health option. To find out more about your medical bene-

fits and options, please see the section beginning on page XX.

Your medical benefits are now capped at \$250,000. That means your auto insurer can only pay up to \$250,000 per person, per accident. But, for an additional premium, you may be able to purchase more coverage for yourself or your family.

You must also carry uninsured motorist coverage, which pays for damages caused by a driver who has no insurance. Please see page XX.

If you want additional coverage, you can buy collision or comprehensive, which pays for damages to your own car or for auto theft. These will add to your total insurance cost. In many cases, State law requires a special insurance inspection of a vehicle before this coverage takes effect. You can save on your collision or comprehensive coverage by choosing higher deductibles. Please see page XX.

The law also allows you to choose whether you want an unlimited right to sue for auto-related damages—the “no threshold” option—or to save money by limiting your right to sue for serious injuries only—the “lawsuit threshold” option (also known as the “verbal threshold”). Please see page XX.

The buyer's guide will explain each of these terms. It will also help you fill out the Coverage Selection Form. You can also learn how to get a comparison of premiums for all auto insurers (page XX).

Explanation of Coverages

Your auto insurance policy is actually several kinds of policies, or coverages, rolled into one.

For each coverage, you are charged a separate price, which is known as the premium.

You pay only one price for auto insurance, but that price is determined by adding the premiums for all the coverages you buy.

Use your coverage selection form to indicate what coverages you will buy in accordance with New Jersey law.

The coverages are:

LIABILITY  
PERSONAL INJURY PROTECTION  
UNINSURED/UNDERINSURED MOTORIST  
COLLISION  
COMPREHENSIVE

Use these explanations to help you complete the coverage selection form.

Liability Coverage  
(Required by Law)

Item 1 on the Coverage Selection Form

Liability coverage pays for injuries to other people or damages to their property if you are legally responsible for their losses. The company will pay damages only up to the amount of coverage you have chosen.

There are two kinds of liability coverage:

Bodily injury coverage involves cases in which other people are hurt or die as a result of an auto accident. If you are legally responsible, it will compensate these people for pain, suffering or other personal hardships, and will also pay for some economic damages, such as lost wages.

Property damage coverage will reimburse other people if you are legally liable for damage to their belongings as a result of an auto accident.

If a liability claim is filed against you, your insurance company will investigate the claim and will decide whether it should be paid, negotiated, or defended in court. Your insurance company will pay the legal bills.

Under State law, you must buy coverage which will pay, for each accident, at least in the following amounts:

- \$15,000 for any one person's injuries;
- \$30,000 when more than one person is injured;
- \$5,000 for property damage.

Some companies sell a combined single limit policy, which must provide at least \$35,000 of coverage per accident.

Higher limits of liability coverage are available at relatively low cost.

If you cause an accident and do not have enough insurance to cover your legal responsibilities, you then are personally responsible and could lose some of your assets or spend years paying this debt.

**PREMIUM COST SAVER: Lawsuit  
Threshold (Verbal Threshold)**

Item 2 on the Coverage Selection Form

In order to hold down insurance premiums, New Jersey motorists may choose to limit when they may sue for noneconomic loss which means pain, suffering and inconvenience resulting from an auto accident.

The lawsuit threshold option, also known as the verbal threshold, uses words, rather than a dollar amount of medical bills, to describe when a suit may be filed. If you select this limitation, then you, your spouse and children living with you who are not covered by name by another auto insurance policy will not be able to sue unless the injury sustained appears on this list:

- death;
- dismemberment;
- significant disfigurement;
- a fracture;
- loss of a fetus;
- permanent loss of use of a body organ, member, function or system;
- permanent consequential limitation of use of a body organ or member;
- significant limitation of use of a body function or system; or
- a medically determined injury or impairment of a nonpermanent nature which prevents the injured person from performing substantially all of the material acts which constitute the person's usual and customary daily activities for not less than 90 days during the 180 days immediately following the occurrence of the injury or impairment. (N.J.S.A. 39:6A-8, effective January 1, 1989)

You can reject this threshold and retain the right to sue for any auto-related injury. This option, called "no threshold", will increase the price of your insurance policy.

Under state law, you must choose either the lawsuit threshold or the no threshold option. The same choice should be made under all policies that you have. If you do not choose one of these options, you are considered by law to have selected the lawsuit threshold option.

**Personal Injury Protection (PIP)  
(Required by Law)**

Item 3 on the Coverage Selection Form

New Jersey law requires Personal Injury Protection, sometimes called PIP or no-fault coverage, which pays all reasonable medical bills up to a maximum of \$250,000 per person, per accident regardless of who caused the auto accident.

However, you may also have the option to select your health insurer or health maintenance organization to pay your auto accident no-fault claims.

Basic PIP Coverage

- **Medical Expenses:** Payment of reasonable and necessary medical expenses within certain limits set by State law—\$250 deductible for each accident, only 80 percent reimbursement for the expenses from \$251 through \$5,000 for each accident, and a maximum benefit of \$250,000 per person per accident.
- **Income Continuation:** If you cannot work because of an auto accident injury, you can collect up to \$100 a week up to a total limit of \$5,200 for lost wages.
- **Essential Services:** You can collect as much as \$12 a day, up to a total limit of \$4,380 to pay someone to do necessary services that you normally do yourself, such as cleaning your house, mowing your lawn, shoveling snow or doing laundry.
- **Death Benefit:** If you die from auto accident injuries, your family or estate will receive any benefits you have not already collected under the income continuation and essential services coverages.
- **Funeral Expense Benefit:** In addition to the death benefit, reasonable funeral expenses are covered up to \$1,000.

#### PREMIUM COST SAVER: PIP Medical Expenses Only Coverage

If you wish, you can buy PIP medical coverage without any income continuation, essential services, death benefits and funeral expense benefits. This is called PIP medical expenses only.

You might want this premium cost-saving option if you and relatives who live with you would not lose income if any of you were disabled by an auto accident. For example, this option should be considered if your sources of income are pensions, Social Security or investments which would continue regardless of an auto accident, and if someone is always available to care for your personal needs, and if your funeral expenses are covered in some other way.

But the option is a package deal. Either you keep all four of these non-medical expense PIP benefits, or you drop them all. You cannot pick and choose.

#### Additional PIP Coverage

On the other hand, you and relatives who live with you and who do not have their own auto insurance policies might want higher benefits. You can purchase higher benefits for income protection and essential services, and higher death benefits, than the amounts provided in the basic PIP plan.

#### Additional Medical Expense Coverage

Your auto insurance company may also offer additional medical expense benefits above limits of \$250,000 per person, per accident.

If you buy additional benefits, the price of your insurance will be higher.

(NOTE: Reference to Additional Medical Expense Coverage shall be deleted by those companies which do not offer the coverage.)

#### Personal Injury Protection (PIP)

##### Health Insurance Option (Premium Cost Saving Option) Item 4 on Coverage Selection Form

Most New Jersey residents have the option of selecting their health coverage provider, rather than their auto insurance company, to pay for their no-fault medical expense claims. A health coverage provider may be an insurance company, an HMO or some other type of benefit plan provided by your employer.

Medicare and Medicaid will NOT provide primary coverage. If your health benefits are provided by either Medicare or Medicaid, you cannot choose this option.

If you select your health coverage provider to be the primary payer of auto no-fault claims, you may save on your auto premium. Before selecting this option, however, check to make sure that your health coverage provider will pay for auto accident injury treatment expenses. If your employer supplies your health coverage, your employer should be able to give you this information; otherwise, check with your health coverage provider directly.

Deductibles and co-payments of your health policy or plan will still apply. The coverage limits of your health policy or plan will also be in effect.

Most HMOs offer unlimited coverage. Most other health coverage providers offer lifetime benefit limits of \$1 million.

That means the health coverage provider will pay all eligible health claims, as long as they do not total more than \$1 million during your lifetime. Be sure to ask your health coverage provider what limits apply under your policy or plan.

Your health policy or plan may not cover all procedures or treatments. Exclusions listed in your policy or plan will apply. But your auto insurer should pay for necessary expenses not covered by your health policy or plan.

If you choose your health coverage provider to be responsible for paying auto accident-related medical bills, you must provide the name of your health coverage provider and the policy, plan, membership or certificate number on the Coverage Selection Form. You must also maintain your health coverage.

If you are in an accident and your coverage is no longer in effect, your auto insurer must pay PIP medical benefits. However, you will be required to pay a \$750 additional deductible.

PIP Medical Expenses Deductible  
Auto Insurer Option

Item 5 on Coverage Selection Form

This option involves only the medical bills paid by PIP, not the income continuation, essential services, death benefits or funeral expense benefits, which will be paid under basic PIP coverage regardless of whether you select your health insurer or auto insurer to be the primary payer of your auto accident-related medical bills.

Under New Jersey law, unless you choose your health insurer to pay your auto accident-related medical bills, your auto insurance policy will cover your medical bills up to a maximum of \$250,000 per person, per accident, if you are injured in an auto accident.

However, for the first \$5,000 of medical bills per accident, your auto policy will pay only part of the cost of your treatment or the treatment of others covered by your policy. There is a \$250 deductible, meaning the first \$250 will not be covered. The deductible applies only once per accident regardless of the number of people injured.

There is also a 20 percent co-payment, which means that for the bills from \$251 to \$5,000, the policy will pay only 80 percent. No co-payment applies to medical expenses between \$5,001 and \$250,000 per person, per accident.

(NOTE: Companies offering higher PIP limits may state that benefits above \$5,000 are paid up to the limit selected.)

You can choose PIP deductibles of \$250, \$500, \$1,000 or \$2,500. A larger PIP deductible will reduce the price of your auto insurance. The 20 percent co-payment still applies to expenses between the deductible chosen and \$5,000.

You should consider the \$2,500 PIP deductible if you are already covered by a health insurance policy or a health maintenance organization (HMO). In most cases, those plans will pay part of the medical bills which auto insurance will not pay.

Before taking this option, ask your health insurance company or HMO two things:

Will your health policy or HMO cover auto accident-related medical bills not paid by auto insurance? The Department of Insurance requires that health insurance sold in New Jersey cover treatment for auto accident-related injuries the same as other injuries. But your policy may not follow this rule because you may be covered by a health insurance group sold out of state or by an employer's self-insurance plan. Find out.

What are your health policy's or HMO's own deductible, co-payments and exclusions? Find out what your health plan covers. For instance, it may cover only hospitalization but not doctor visits. Also, your health insurance or HMO has its own rules regarding what you pay out of your pocket for medical treatment. Those rules will apply if you use your health plan to cover the \$2,500 PIP deductible.

Uninsured/Underinsured Motorist Coverage

(Required by Law)

Item 6 on the Coverage Selection Form

Despite New Jersey law, which requires auto insurance, many cars are not covered by insurance. Some motorists break the law. Many other motorists are residents of other states which do not require auto insurance by law.

Because these motorists can cause accidents, you are required to buy uninsured motorist coverage. This coverage does not benefit the uninsured driver. It will provide benefits to you, your passengers or relatives living with you if a motorist without insurance is legally liable for injuries to these persons or for damage to your car or its contents.

There are other motorists who have auto insurance coverage but with very low limits. When you buy uninsured motorist coverage above the minimum limits required by law, you are also provided coverage to protect you from those motorists who are underinsured. If you are in an accident caused by such a motorist, underinsured motorist coverage will pay damages up to the difference between your underinsured motorist coverage limit and the other driver's liability coverage limit.

You must purchase uninsured motorist coverage which will pay, for each accident, at least the following amounts:

- \$15,000 for any one person's injuries;
- \$30,000 when more than one person is injured;
- \$5,000 for property damage.

Many companies sell a combined single limit policy, which must provide at least \$35,000 of coverage per accident. The property damage coverage has a basic \$500 deductible, which means that you pay the first \$500 of a claim under that coverage.

You can buy higher uninsured/underinsured motorist coverage limits, but only as high as the liability coverages you have purchased. Most companies sell up to \$250,000/\$500,000/\$100,000 of coverage or a combined single limit of \$500,000.

### Collision and Comprehensive Coverages (Optional)

#### Items 7 and 8 on Coverage Selection Form

Collision coverage and comprehensive (also known as "other than collision") coverage pay for damage to your car. These coverages will pay to repair your car or pay for its value at the time of the loss if it is stolen or declared a total loss.

These coverages are not required by law. However, if you borrowed money to buy your car or if you are leasing the car, the lender or lessor may require you to buy these coverages. Note that some companies will provide collision coverage only if you buy comprehensive coverage too. Contact your company for details.

Collision coverage pays for damage to your car caused by your car hitting things like other cars, trees or telephone poles, or for the car overturning, or for other moving objects hitting your car.

Comprehensive insurance pays for nearly every other kind of damage to your car, such as fire, theft, flood, vandalism, or contact with a bird or animal.

In order to obtain collision or comprehensive coverage for a newly insured vehicle, you must notify your auto insurance company immediately. Under state law, in most cases, collision or comprehensive coverage cannot be provided on a newly acquired vehicle until the auto insurance company is notified. Also, many such vehicles must be inspected for insurance purposes before coverage can be provided. See the section entitled "Mandatory Insurance Inspection" for more details.

#### PREMIUM COST SAVER:

##### No Collision or No Comprehensive

If your car is older and is paid for, consider eliminating collision or comprehensive coverage, or both. This decision will reduce your premium.

To make the decision, consider what you will pay for these coverages versus the possible benefit if you file a claim.

Collision and comprehensive coverages will reimburse you only up to the actual cash value of your car. The insurance payment probably will be less than the actual cash value because of your policy's deductibles.

#### PREMIUM COST SAVER:

##### Collision and Comprehensive Deductibles

If you decide that you need collision or comprehensive coverage or both, a significant way to hold down the price of your insurance policy is to select higher deductibles.

If you file a claim, a deductible is the amount of money you will pay before the insurance company starts paying. Deductibles are a way of reducing insurance company costs, and thereby decreasing the price of your insurance policy.

The standard deductible for collision and comprehensive coverages in New Jersey is \$500. You still have the right to buy collision or comprehensive coverage with higher or lower deductibles; lower deductibles will increase the price of your insurance policy.

### MANDATORY INSURANCE INSPECTION

#### For Newly Insured Vehicles

Under state law, many vehicles to be insured for collision or comprehensive (also known as "other than collision") coverage must first be inspected for insurance purposes. The law is intended to reduce insurance fraud by documenting the condition of newly insured private passenger automobiles.

Whenever you acquire a vehicle and desire collision or comprehensive coverage on it, you should notify your auto insurer immediately. The company will tell you everything necessary to comply with the law and obtain the coverage you desire.

Until you notify your auto insurance company, the vehicle may not be covered for collision or comprehensive.

It is important to understand that the mandatory insurance inspection is in addition to the Motor Vehicle Inspection program conducted by the State of New Jersey. The two inspections are separate and unrelated requirements.

In many cases, an insurance inspection may not be necessary. The law says that insurance inspections may be waived for vehicles which are older than seven model years. The law also says that an insurance inspection may not be necessary for a new automobile purchased from a franchised dealer if you submit an invoice documenting your purchase. And if your auto insurance policy has been in effect for four years or longer, an inspection may not be required by law. Your auto insurance company will explain when you call.

Otherwise, an inspection is required for newly insured vehicles. If your vehicle must be inspected, your auto insurer can provide temporary coverage for only seven days after the day you notify the company about the vehicle.

The only way to make sure that you meet the state requirements and receive the coverage you want is to call your auto insurance company before or as soon as any change of a vehicle occurs.

### ANTI-THEFT AND SAFETY DISCOUNTS

State law requires all auto insurers to provide comprehensive and collision premium discounts for certain anti-theft

devices and safety features. Most insurers use make and model year rating. Their rates already include the discounts.

**Anti-Theft Device Discount**—Your auto insurance company encourages the use of anti-theft and vehicle recovery devices as another means to reduce losses. The following types of devices are among those which may qualify for a reduction in the comprehensive premium:

1. Alarm system;
2. Fuel cut-off;
3. Hydraulic brake lock;
4. Ignition or starter cut-off;
5. Steering wheel collar;
6. Transmitter which enables the location of the vehicle to be traced; or
7. Window etching vehicle identification system.

Other types may also qualify.

If your auto is equipped with an anti-theft or vehicle recovery device, contact your auto insurance company for an anti-theft questionnaire.

**Safety Feature Discount**—Your auto insurance company encourages the use of safety features as another means to reduce losses. The following types of safety features are among those which may qualify for a reduction in the collision premium:

1. Anti-lock braking system;
2. Traction control systems;
3. Five-mile-per-hour bumpers;

Other types may also qualify.

#### Price Comparison

If you would like a copy of the annual auto insurance premium comparison published by the New Jersey Department of Insurance, please send a stamped, self-addressed envelope to:

Auto Comparison  
Division of Public Affairs  
NJ Department of Insurance  
CN 325  
Trenton, NJ 08625-0325

(p) As appropriate, an insurance company may substitute its name in the Buyer's Guide.

(q) As appropriate, an insurance company which offers only split limits may delete language in the Buyer's Guide explaining combined limits, and an insurance company which offers only combined limits may delete language regarding split limits. If an insurance company does not offer limits as low as the minimums required by law, that information may be inserted in this paragraph.

(r) An insurance company which offers higher benefits than described in the text of the Buyer's Guide may modify the relevant paragraph to explain those higher benefits.

(s) An insurance company which uses only one term, "Comprehensive" or "Other Than Collision," to describe this coverage, may delete reference to the inappropriate term.

As amended, R.1984 d.479, eff. November 5, 1984.

See: 16 N.J.R. 1693(a), 16 N.J.R. 3038(a).

(a)3: added "as amended by P.L. 1984 c.40".

New Rule, R.1989 d.117, effective February 21, 1989.

See: 20 N.J.R. 2984(a), 21 N.J.R. 558(b).

Repealed "Specific coverages and options to be included in written notice and buyer's guide".

Amended by R.1990 d.580, effective November 19, 1990 (operative January 1, 1990).

See: 22 N.J.R. 1681(a), 22 N.J.R. 3488(b).

Subsection (n) of this section is amended to delete in its entirety the text of the Buyer's Guide and to substitute new text therefor. The new text is written in plain language pursuant to the requirement of section 13 of the "Fair Automobile Insurance Reform Act of 1990" and incorporated several changes required to be made in the Coverage Selection Form by the Act; also amended to delete the provision that the Department, upon request from an insurer, will prepare a coverage-ready final page of the Buyer's Guide.

R.1992 d.218, effective May 18, 1992.

See: 24 N.J.R. 523(a), 24 N.J.R. 1898(b).

In (c), "Insurance companies ... shall delete those sections" was "may delete ...". Added new (n), regarding additional medical benefits, and redesignated existing (n) as (o), with extensive revisions to Buyer's Guide. Redesignated existing (o) through (r) as (p) through (s).

Amended by R.1996, d.58, effective February 5, 1996.

See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

In (e) provided for supplies of the current Buyer's Guide, in (g) deleted "by glue or staples" following "bound", and in (o) rewrote the Buyer's Guide.

#### Case Notes

Insured who was injured by uninsured motorist and underinsured motorist was entitled to recover no more than \$75,000 as maximum limit of liability per accident; not entitled to recover maximum uninsured benefits and maximum underinsured benefits; overruling *Conigliario v. Hanover Ins. Co.*, 233 N.J.Super. 627, 559 A.2d 875. *Hesser v. Harleysville-Garden State Ins. Co.*, 287 N.J.Super. 47, 670 A.2d 123 (A.D.1996).

The Automobile Repair Reform Act limits on recovery from tort-feasor. *Roig v. Kelsey*, 135 N.J. 500, 641 A.2d 248 (1994).

Motorist could reasonably and objectively expect to be buying protection up to declared legal limits. *Clegg v. New Jersey Auto. Full Underwriting Ass'n By and Through Cigna Ins. Co.*, 254 N.J.Super. 634, 604 A.2d 179 (A.D.1992).

There was common-law duty on part of insurance carriers or their agents to advise insureds concerning possible need for higher policy limits upon policy renewal. *Wang v. Allstate Ins. Co.*, 125 N.J. 2, 592 A.2d 527 (1991).

Insured could not have jury trial in reformation action for agent's failure to inform insured of available underinsured motorist coverage. *Weinisch v. Sawyer*, 123 N.J. 333, 587 A.2d 615 (1991).

Direct writing insurer was not responsible for insured's inadequate underinsured motorist (UIM) coverage. *Andriani v. New Jersey Mfrs. Ins. Co.*, 245 N.J.Super. 252, 584 A.2d 875 (A.D.1991), certification denied 126 N.J. 327, 598 A.2d 886.

Client-initiated contacts with insurance brokers can result in broker's duty to exercise skill and possess knowledge concerning coverages. *Avery v. Arthur E. Armitage Agency*, 242 N.J.Super. 293, 576 A.2d 907 (A.D.1990).

Insurer's buyer's guide and coverage selection form complied with regulations. *Avery v. Arthur E. Armitage Agency*, 242 N.J.Super. 293, 576 A.2d 907 (A.D.1990).

Automobile insurer that was already voluntarily offering underinsured motorist coverage prior to January 1, 1984 did not have adjustment period until July 1, 1984. *Sikking v. Nelson*, 242 N.J.Super. 185, 576 A.2d 311 (A.D.1990).

"Notice of coverage" provisions required carrier to prove only that it mass mailed requisite materials. *Bruce v. James P. MacLean Firm*, 238 N.J.Super. 501, 570 A.2d 49 (L.1989), affirmed 238 N.J.Super. 408, 570 A.2d 1.

Whether insured was contributorily negligent was question for jury. *Weinisch v. Sawyer*, 237 N.J.Super. 195, 567 A.2d 259 (A.D.1989), certification granted 121 N.J. 658, 583 A.2d 345, reversed 123 N.J. 333, 587 A.2d 615.

Buyer's guide and coverage selection form did not contain inherent bias or confusion on basis that Commissioner made reference to "basic limit" as opposed to "basic tort option." *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Buyer's guide and coverage selection form which gave basic tort option, as opposed to no-threshold option, a favorite status, was justifiable. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Commissioner's regulations did not have to require that coverage selection form inform consumers of exact dollar amount of premium savings arising from election. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Commissioner's use of term "lawsuit threshold" in buyer's guide and coverage selection form, as opposed to "verbal threshold" did not lead to confusion. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Insurance Commissioner acted properly when he required that coverage selection form contain provision referring consumers to their automobile insurance companies in event of questions on coverage. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Model coverage selection form, was not arbitrary, unreasonable or capricious, and was substantially consistent with statutory language. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

Two statutes, one requiring that coverage selection form state the percentage difference in premium rates or dollar savings between the two tort options for suing for noneconomic loss and the other requiring that coverage selection form identify range of premium rate credit or dollar savings or both; were not inconsistent. *Emmer v. Merin*, 233 N.J.Super. 568, 559 A.2d 845 (A.D.1989), certification denied 118 N.J. 181, 570 A.2d 950.

### 11:3-15.7 Minimum standards for coverage selection form

(a) The Coverage Selection Form shall be printed on at least two pages of paper, size eight and one-half inches by 11 inches. A space shall be provided at the top of the front

page for the consumer's name to be handprinted, and a space shall be provided at the bottom of the last page for the consumer's signature and date.

(b) The insurance company may include additional lines for application number, policy number or other necessary information.

(c) An insurance company may expand the form to solicit additional information, including, but not limited to, the names of resident relatives eligible for PIP benefits, or different collision and comprehension deductibles applying to different vehicles covered by the same policy.

(d) The type size shall be at least 12-point.

(e) The Department will not provide camera-ready typeset for the Coverage Selection Form.

(f) The Coverage Selection Form shall include the range of premium rate differences as indicated by this subchapter. Each insurance company shall determine the numbers for use in these sections. When the numbers on the Coverage Selection Form change for any reason, including, but not limited to, rate changes, a new Coverage Selection Form with the current numbers shall be printed.

(g) The Coverage Selection Form shall include the language in (h) below, except that language marked "(NOTE)", which describes language which the insurance company shall insert.

(h) The text of the Coverage Selection Form follows:

(NOTE: Company's name may be included here.)

(NOTE: If a company has more than two percent of the New Jersey private passenger automobile market, it shall include its name and toll-free number here.)

### COVERAGE SELECTION FORM

Name: \_\_\_\_\_

For new policies, you must choose one option for each item below. For changes upon renewal and mid-term policy changes, you must use this Form when you:

(a) elect the "No Threshold" option;

(b) change from the "No Threshold" option to the "Lawsuit Threshold" option;

(c) desire collision or comprehensive deductibles other than \$500;

(d) desire to change to the \$500 deductible for collision or comprehensive coverage;

(e) desire your health insurer to be the primary insurer to pay for your auto accident-related medical bills; or

(f) desire your auto insurance carrier to be the primary insurer for your auto accident-related medical bills.

The following item numbers match the explanations in the New Jersey Auto Insurance Buyer's Guide. Read the Buyer's Guide for information and help in completing this form.

1. Liability Coverage

How much coverage do you choose for damage you may do to others?

- Four checkbox options with blank lines for coverage amounts.

(NOTE: At least four of the most popular coverage limits shall be listed, including the lowest limit offered)

(NOTE: If a complete list is not provided, state that other coverage limits are available.)

2. Lawsuit Threshold (Otherwise known as the "Verbal Threshold")

Do you accept the basic limit on the right to sue if injured in an auto accident?

Yes. I want the Lawsuit Threshold.

No. I want No Threshold. My bodily injury liability premium will be \_\_\_% to \_\_\_% higher if I select the No Threshold option instead of the Lawsuit Threshold, depending upon where my car is garaged, my bodily injury liability coverage limit, and other factors. Per vehicle, my bodily injury liability premium at current rates will be \$\_\_\_ to \$\_\_\_ higher on each \_\_\_ renewal of my policy if I select the No Threshold option instead of the Lawsuit Threshold. I understand that I can contact my insurance company or my insurance producer i.e., agent or broker) for specific details.

(NOTE: Insurance companies writing six month policies should insert the word "semi-annual" in the blank space above. Companies writing 12 month policies should insert the word "annual.")

(NOTE: Insurance companies writing single limit liability coverage may add a footnote to inform insureds that the policy declaration page will not include a specific premium for "bodily injury liability" coverage.)

NOTE: Insurance companies or their producers or representatives shall not be held liable in an action for damages either on account of the choice of a tort option (lawsuit threshold/verbal threshold or no threshold) made by an insured or on account of the tort option imposed by law if no choice is made, except for damages caused as the result of a willful, wanton or grossly negligent act of commission or omission.

3. Personal Injury Protection (PIP). Choose the kind of coverage you want.

Basic PIP Coverage which includes income continuation, essential services, death benefits and funeral expense benefits as well as medical expense benefits, or

PIP Medical Expenses Only Coverage, for a \_\_\_% to \_\_\_% savings in the \_\_\_ premium. (NOTE: Include the range of percentage savings and the base, i.e., basic PIP premium.);

Additional PIP Coverage at an extra cost. NOTE: This option is not available if you have selected PIP Medical Expenses Only Coverage. Contact your insurance company or insurance producer (i.e., agent or broker) for details. (NOTE: Company's name may be used here or a chart listing options may be enclosed.)

Additional Medical Expense Coverage.

(NOTE: Reference to Additional Medical Expense Coverage shall be deleted by those companies which do not offer the coverage.)

4. PIP Health Insurance Option. Choose if you want your health insurer, other than Medicare or Medicaid, to be your primary carrier to pay your auto accident-related medical benefits. Check with your employer or health insurer to see if you are eligible and request an answer in writing. To choose this option, health coverage must cover the named insured and members of his family residing in the household.

Yes, I choose the PIP health insurer option.

(NOTE: Your auto insurance company may invalidate this option selection and request payment of the discounted premium amount if it checks but cannot verify that (1) your health coverage is in effect, and (2) your health insurer will provide primary coverage for your auto accident-related medical expenses.

The name of my health insurer(s) is (are):

1. \_\_\_\_\_ Number: \_\_\_\_\_

Policy, Plan, Membership or Group Certificate Number (circle one)

2. \_\_\_\_\_ Number: \_\_\_\_\_

Policy, Plan, Membership or Group

Certificate Number (circle one)

No, I do not want the PIP health insurer option.

5. PIP Medical Expenses Deductible. Choose only one:

\$250 deductible, minimum required by law.

\$500 deductible, for a \_\_\_% to \_\_\_% reduction in the Basic PIP premium.

\$1,000 deductible, for a \_\_\_% to \_\_\_% reduction in the Basic PIP premium.

\$2,500 deductible, for a \_\_\_% to \_\_\_% reduction in the Basic PIP premium.

6. Uninsured/Underinsured Motorists Coverage

How much coverage do you choose for damage which another driver who has little or no insurance may do to your car, your family, your passengers or yourself? Your auto insurance company must offer this coverage up to the bodily injury and property damage liability limits you have selected.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(NOTE: List the same options available for liability coverage above. Other options may also be listed.)

NOTE: Insurance companies or their producers or representatives shall not be held liable in an action for damages either on account of the choice of a given level of motor vehicle insurance coverage made by an insured, as long as those limits provide at least the minimum coverage required by law, or on account of the insured not choosing to purchase underinsured motorists coverage, collision coverage or comprehensive coverage, except for damages caused as the result of a willful, wanton or grossly negligent act of commission or omission.

7. Do you choose "collision" coverage?

No. I do not wish to be covered for collision damage.

Yes, with the basic \$500 deductible.

Yes, with the deductible circled here: \$1,000, \$1,500 or \$2,000. This premium will be proportionately less than the premium with the basic \$500 deductible. Details available from company or insurance producer (i.e., agent or broker).

Yes, with the deductible circled here: \$100, \$150, \$200 or \$250. This premium will be proportionately more than

the premium with the basic \$500 deductible. Details available from company or insurance producer (i.e., agent or broker).

(WARNING: YOU MAY NOT BE ABLE TO ADD COLLISION COVERAGE TO AN EXISTING VEHICLE OR TO ADD AN ADDITIONAL OR REPLACEMENT VEHICLE TO YOUR EXISTING POLICY WITHOUT FIRST HAVING THAT VEHICLE INSPECTED; CONTACT YOUR INSURANCE COMPANY OR INSURANCE AGENT IMMEDIATELY.)

8. Do you choose "comprehensive" coverage? (NOTE: If appropriate, use the term "other than collision" coverage throughout this section.)

No. I do not wish to be covered for comprehensive damage.

Yes, with the basic \$500 deductible.

Yes, with the deductible circled here: \$1,000, \$1,500 or \$2,000. This premium will be proportionately less than the premium with the basic \$500 deductible. Details available from company or insurance producer (i.e., agent or broker).

Yes, with the deductible circled here: \$50, \$100, \$150, \$200 or \$250. This premium will be proportionately more than the premium with the basic \$500 deductible. Details available from company or insurance producer (i.e., agent or broker).

(NOTE: For both collision and comprehensive, if either the \$200 deductible or \$250 deductible is not offered, that option may be deleted from this form. Also, all other available collision and comprehensive deductibles shall be listed where appropriate.)

(WARNING: YOU MAY NOT BE ABLE TO ADD COMPREHENSIVE COVERAGE TO AN EXISTING VEHICLE OR TO ADD AN ADDITIONAL OR REPLACEMENT VEHICLE TO YOUR EXISTING POLICY WITHOUT FIRST HAVING THAT VEHICLE INSPECTED; CONTACT YOUR INSURANCE COMPANY OR INSURANCE AGENT IMMEDIATELY.)

I have read the Buyer's Guide outlining the coverage options available to me. The limits available for uninsured and underinsured motorists coverage have been explained to me. My choices are shown above. I agree that each of these choices will apply for all vehicles insured by my policy and to each subsequent renewal, continuation, replacement or amendment until the insurance company or its insurance producer (i.e., agent or broker) with the company's binding authority receives my request that a change be made.

For new policyholders, I understand that:

(a) if I do not make a written choice for Item 2, I will receive the Lawsuit Threshold option;

(b) if I carry collision or comprehensive coverage without making a written choice for Item 7 or Item 8, I will receive the \$500 deductible; and

(c) if I do not make a written choice for the PIP health insurer option in Item 4, my auto insurer will be the primary health insurer for PIP medical expense benefits.

I understand that if this is a policy renewal and I do not complete choices, I will receive the same coverage as in my previous policy except when changes are required by a law becoming effective during the term of my previous policy.

I understand that these choices take effect in the following manner:

(1) for new policies and mid-term policy changes, the choices on this Form are effective the day following the date of postmark or, when personal delivery is made or the postmark is illegible, the day following receipt of this Form by the insurance company or by an insurance producer (i.e., agent or broker) with the company's binding authority; and

(2) for changes upon renewal, the changes to be made on this Form are effective on the date of the next policy renewal if postmarked or received by the insurance company or by an insurance producer (i.e., agent or broker) with the company's binding authority prior to the renewal date.

ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THAT APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Please check the appropriate box to which this form applies  
 NEW POLICY  Mid-Term Change  Renewal Change

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(i) To assure conformity with this subchapter, each insurance company shall file its Coverage Selection Form with the Division of Public Affairs. Whenever the Coverage Selection Form is changed, the new form shall be filed, and the month and year the changes were implemented shall be clearly stated at the bottom of the revised form. Deadlines for implementation and filing requirements regarding the Coverage Selection Form shall be the same as for the Buyer's Guide. See N.J.A.C. 11:3-15.6(e).

(j) Insurance company shall be required to calculate the percentage and dollar change in premium (or rate) arising from the selection of the No Threshold option as indicated in (j)1 through 4 below. In these calculations, premium (or rate) shall include any expense fee.

1. The Percentage Change Calculation: The percentage increase in the bodily injury liability premium arising from the selection of the No Threshold option shall be determined by calculating the No Threshold rate as a percentage increase relative to the comparable Lawsuit Threshold rate. The low end of the percentage range shall be produced by calculating the percentage increase in the bodily injury liability premium of a policy with a \$250,000/\$500,000 split limit or a \$500,000 single limit when the motorist goes from the Lawsuit Threshold option to the No Threshold option. This calculation shall be made for the territory with the lowest basic limit Lawsuit Threshold rate, and shall assume pleasure usage by an age 30-64, married male principal operator. The high end of the percentage range shall be produced by making the same type of calculation using a policy with basic limits for the territory with the highest basic limit Lawsuit Threshold rate, and shall assume business usage by a youthful, unmarried male principal operator.

2. The Dollar Change Calculation: The dollar increase in the bodily injury liability premium arising from the selection of the No Threshold option shall be determined by subtracting the Lawsuit Threshold rate from the comparable No Threshold rate. The low end of the dollar range shall be produced by calculating the dollar change using a policy with basic limits for the territory with the lowest basic limit Lawsuit Threshold rate, and shall assume personal usage by an age 30-64, married male principal operator. The high end of the dollar range shall be calculated using a \$250,000/\$500,000 split limit or a \$500,000 single limit policy for the territory with the highest basic limit (verbal) Lawsuit Threshold rate, and shall assume business usage by a youthful, unmarried male principal operator. Because the range of the possible additional dollar cost will depend upon territory, bodily injury liability loss limits, and other factors, insurers shall be permitted to use round numbers to represent the approximate range of the cost increase. For example, if the smallest dollar rate increase was \$56.00 and the largest \$305.00, the insurer may use the range \$50.00 to \$310.00 on its Coverage Selection Form.

3. Premium Basis for Single Limit Liability Coverage:

i. For single limit liability coverage, the percentage range calculation that is described in (j)1 above shall be based upon the applicable bodily injury liability rate. This calculation shall not be made on the basis of a combined rate containing a charge for bodily injury liability, personal injury protection (PIP), and property damage liability.

ii. For single limit liability coverage, the dollar range calculation that is described in (j)2 above shall be based upon the applicable liability rate. In contrast to the procedure in (j)3i above, the dollar change calculation shall be made on the basis of a complete rate containing a charge for bodily injury liability, personal injury protection (PIP), and property damage liability.

**11:3-20.10 Order for further information**

(a) If, after examination of the insurer's excess profits report, the Commissioner finds that any information or calculation contained in such report contains, results in or is based upon aberrant, unusual or irregular data, the Commissioner shall issue, in writing, an order to such insurer, directing that the information or calculation be altered in a manner necessary to eliminate the effect of the aberrant, unusual or irregular data.

(b) Such insurer shall submit the revised information to the Commissioner within 15 days after receiving an order pursuant to (a) above.

**11:3-20.11 Supplemental filings**

(a) An insurer may request permission to supplement its **Excess Profits Report** filing due to good faith error or excusable mistake by submitting a written request to the Department containing the following:

1. The reasons why the insurer believes that a supplemental filing is necessary;
2. A brief but complete description of the nature of the information to be contained in the supplemental filing (Note: The actual supplemental filing should not be submitted until the insurer is notified that the request has been approved); and
3. The reasons why the insurer failed to provide this information in its initial Excess Profits Report filing.

(b) The Commissioner shall either approve or disapprove the request, in writing, within 30 days after the request is received by the Department. If the insurer is notified that its request is approved, the insurer shall submit the supplemental filing to the Department within 10 days after the receipt of such notification.

New Rule, R.1991 d.17, effective January 7, 1991.

See: 22 N.J.R. 2082(b), 23 N.J.R. 106(a).

Old 20.11, Compliance dates, has been recodified to 20.12.

**11:3-20.12 (Reserved)**

Recodified from 11:3-20.11, by R.1991 d.17, effective January 7, 1991.

See: 22 N.J.R. 2082(b), 23 N.J.R. 106(a).

Repealed by R.1996 d.58, effective February 5, 1996.

See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

Section was "Compliance dates".

**11:3-20.13 Penalties**

Failure to file a complete and accurate excess profits report so that it is received by the Commissioner on or before July 1 shall constitute a violation of this subchapter, and may result in the imposition of penalties as provided by statute.

Recodified from 11:3-20.12, by R.1991 d.17, effective January 7, 1991.

See: 22 N.J.R. 2082(b), 23 N.J.R. 106(a).

**APPENDIX****EXCESS PROFIT EXHIBITS—INSTRUCTIONS**

In all Exhibits, dollars are stated as whole numbers, ratios are expressed as decimals and rounded to the third decimal place. Where a three year sum is expressed as a ratio, the ratio required is the ratio of three years' dollar figures and not the sum of three ratios.

The Exhibits attached are 1996 exhibits. Where exhibits for prior years or later years must be reported, the filer is required to submit Exhibits which are substantially similar to the attached Exhibits to report the prior years' or later years' data, and which contain all information, including dates, adjusted accordingly.

**EXHIBIT ONE**

Exhibit One is to be completed using data for calendar year 1995. Exhibits substantially similar to Exhibit One are to be completed for each of the years 1988 through 1994.

The filer is completing and submitting four Exhibits One (i.e. one for each of four coverages for each of eight calendar years, i.e. 1988 through 1995, inclusive) for a total of 32 Exhibits One.

Item 1 is the premium and loss data as shown on Page 14 for 1994 and prior and Page 15 for 1995 and subsequent years for New Jersey of the statutory annual statement for the various calendar years. For the various private passenger auto coverages, for 1995, use the data shown on Page 15 of the 1995 annual statement as follows:

- |   |                   |
|---|-------------------|
| 1. BI Liability and Uninsured/Underinsured Coverage included in | Page 15 Line 19.2 |
| 2. PD Liability included in                                     | Page 15 Line 19.2 |
| 3. PIP included in  | Page 15 Line 19.1 |
| 4. Physical Damage in   | Page 15 Line 21.1 |

For years prior to 1995, use corresponding Page 14 data for those years. In Item 1, fill in the Page 14 data for those years. Item 1A is the UCJF Assessment for the year. Items 2 through 10 are deductions from Item 1 for loss data (see Col (3), Col (4), or Col (7)) or Item 1B for premium data (see Col (1) or Col (2)), as described below. Items 2 through 10 are to be completed **ONLY IF PREMIUM, LOSS OR DIVIDEND DATA FOR ITEMS 2 THROUGH 10 ARE INCLUDED IN ITEM 1.**

In listing the exclusions in Items 2 through 10, note that where a premium, loss or dividend amount is contained in an Item, it is not to be contained in another Item.

For example, all excess medical benefits are to be contained in Item 2 (see below), and not contained in any of the other Items 3 through 10. Therefore, any excess medical benefits paid on a motorcycle policy are to be included in Item 2, and not in Item 3. Item 3 is to contain

motorcycle premiums, losses and dividends not included in Item 2.

As another example, premiums, losses and dividends contained in Item 6, Excess and Umbrella Policies are premiums, losses and dividends on Excess/Umbrella policies that are not contained in Items 2 through 5.

Item 2 is the dollars of losses included in Item 1 which are excess medical benefits, and for which the insurer may be reimbursed by the UCJF per N.J.S.A. 39:6-61 et seq.

With regard to Item 5, please note that the New Jersey Automobile Full Insurance Availability Act (N.J.S.A. 17:30E-1 et seq.), which established the "JUA", was effective 01 January 1984, and the Market Transition Facility established pursuant to the Fair Automobile Insurance Reform Act of 1990 which was operative as of October 1, 1990.

Item 7 is antique auto and may be included or excluded from the filing in the discretion of the filer.

Premiums, losses and dividends for private passenger type commercial vehicles are to be listed in Item 8 as a "write in", but only if they are contained in Item 1 for loss data, or Item 1B, for premium data, and then only the dollars of premiums and losses not contained in Items 2 through 7.

Provision is made for another "write in" exclusion in Item 9. A filer may modify the form if two lines are not sufficient.

Where any "write in" exclusion is used, a written explanation as to what is listed as an exclusion, and why it is appropriate to list the exclusion, is to be provided on a piece of paper attached to Exhibit One.

Premiums and losses for private passenger motor homes are NOT to be listed as exclusions.

Item 12 states the premiums, losses and dividends which are to be used for the excess profits calculation. For premium data, Item 12 = Item 1B - Item 11. For loss data, Item 12 = Item 1 - Item 11.

Item 13, Col (3) states the claim settlement costs paid during 1995 that are directly assignable to specific claims for which loss data is included in Item 12. Item 13, Col (4) states the claim settlement costs incurred during 1995 that are directly assignable to specific claims for which loss data is included in Item 12.

Item 14, Col (3) states the costs associated with the claim settlement function that were paid during 1995, which are not directly assignable to specific claims, but which are assignable to claims for which loss data is included in Item 12. Item 14, Col (4) shows the costs associated with the claim settlement function that were incurred during 1995, which are not directly assignable to specific claims, but which are assignable to claims for which loss data is included in Item 12.

Item 15 states unpaid claim settlement costs as of 31 December 1995, which are assignable to unpaid losses shown in Item 12, Col (7).

## EXHIBIT TWO

A corresponding Exhibit Two is to be completed for each calendar year and coverage for which an Exhibit One is to be completed. Therefore, the filer is completing and submitting 32 Exhibits Two. Exhibit Two completed for each calendar year "X" should start with accident year "X", going successively back to accident year 1988, and end with accident years prior to 1988 in aggregate. For example, the calendar year 1995 exhibit would include accident years 1995, 1994, 1993, 1992, 1991, 1990, 1989, 1988, and "prior to 1988." The calendar year 1994 exhibit would include the same accident years except for 1995. Parts One and Two of Exhibit Two show paid losses and allocated expenses by calendar-accident year during each calendar year for which data is reported in an Exhibit One, and also during the first three months of 1996. Part Three calculates a three-year average of Unallocated Loss Adjustment Expense to Loss and Allocated Loss Adjustment Expense Ratio. This part is to be completed for the three most recent calendar year exhibits.

For example, for the Exhibit Two that corresponds to Exhibit One for 1995, Exhibit Two—Part One shows:

(a) payments for losses that occurred during calendar-accident year 1995, and were paid during 1995, and during the first three months of 1996.

(b) payments for losses that occurred during calendar-accident year 1994, and were paid during 1995, and during the first three months of 1996.

(c) etc.

For example, for the Exhibit Two that corresponds to Exhibit One for 1994, Exhibit Two—Part One shows:

(a) payments for losses that occurred during calendar-accident year 1994, and were paid during 1994, and during the first three months of 1995.

(b) payments for losses that occurred during calendar-accident year 1993, and were paid during 1994, and during the first three months of 1995.

(c) etc.

A description of each part of Exhibit Two follows.

Exhibit Two—Part One states the calendar year losses paid, as stated in Exhibit One, Item 12, Col (3) according to calendar-accident year. Col (1) shows losses paid during 1995, and Col (2) shows further losses paid during the first three months of 1996.

Exhibit Two—Part Two states the calendar year allocated loss adjustment expenses paid in Exhibit One, Item 13, Col (3), according to calendar-accident year. Col (1) states the allocated loss adjustment expenses paid during 1995, and Col (2) shows further allocated loss adjustment expenses paid during the first three months of 1996.

Exhibit Two—Part Three shows the calendar year losses, allocated loss adjustment expense and unallocated loss adjustment expense corresponding to the three most recent years of Exhibit One, Items 12, Col (4), Item 13, Col (4) and Item 14, Col (4). Ratios of unallocated loss adjustment expense to loss and allocated loss adjustment expense are derived. One plus the three-year average ratio is the unallocated loss adjustment expense factor to be applied in Exhibit Eight.

### EXHIBIT THREE

Exhibit Three states the “development triangles” of paid loss and ALAE for BI/UM and PIP. This exhibit is derived from Exhibit Two.

Exhibit Three—Parts One and Four state the incremental paid losses and ALAE for the various calendar-accident years during various intervals. The losses and ALAE are calculated from the paid losses and ALAE contained in Exhibit Two—Parts One and Two. Exhibit Three—Part One is to be completed using calendar-accident years 1989 through 1995. Exhibit Three—Part Four is to be completed using calendar-accident years 1988 through 1994.

Exhibit Three—Parts Two and Five state the accumulated losses and ALAE for each calendar-accident year as of the various stages of development based on Exhibit Three—Parts One and Four, respectively.

Exhibit Three—Parts Three and Six state the historical development factors based on the accumulated losses and ALAE shown in Exhibit Three—Parts Two and Five, respectively.

In Exhibit Three—Parts Three and Six the “selected factor” stated in Col (5A) is determined as follows. Of the various historical factors for each development interval a simple mean is determined with the high and low values omitted. Where there are three or fewer factors, the low and high values are not to be omitted from the calculation. The “Projection Factor” stated in Col (6A) is the group of factors from Col (5A) accumulated to project losses at each stage of development to ultimate. The projection factor for 87 months to ultimate is the square root of the 63 to 87 months factor subject to a minimum of 1.000. Insurers may submit an alternative 87 months to ultimate factor with supporting documentation in written copy and in a Lotus 123 spreadsheet.

In Exhibit Three—Parts Three and Six the “Ultimate Incurred” stated in Col (3) are determined by multiplying

the calendar-accident years losses and ALAE evaluated as of 31 March 1996 (Part Three) or 31 March 1995 (Part Six) by the Projection Factor from Col (6A). Each “Projection Factor to Ultimate” in Col (2) of Exhibit Three—Parts Three and Six are identical to the “Projection Factor” stated in Col (6A).

Exhibit Three—Part Seven compares the Ultimate Incurred Losses and ALAE calculated in Exhibit Three—Parts Three and Six.

### EXHIBIT FOUR

Exhibit Four summarizes data from Exhibit Two to derive the development triangles of paid losses and ALAE, for Property Damage Liability and Physical Damage. The various parts of Exhibit Four analyze paid losses and ALAE in the same way that Exhibit Three analyzes paid losses and ALAE. The only difference is that, for Property Damage Liability and Physical Damage, ultimate paid is deemed to be reached at 51 months of development.

### EXHIBIT FIVE

Exhibit Five—Part One, states countrywide direct premiums and expenses from Part II of the statutory Insurance Expense Exhibit. An Exhibit Five is to include each of the years 1993, 1994 and 1995. Other Acquisition and General Expenses are to be stated, in Col (2) and Col (4) as ratios to Direct Earned Premium. Commission and Brokerage and Taxes, Licenses and Fees are to be stated, in Col (2) and Col (4) as ratios to Direct Written Premium.

Exhibit Five—Part Two states New Jersey expense for each coverage with ratios in Col (2) and Col (4), to earned premium or written premium as described for Exhibit Five—Part One above. Exhibit Five—Part Two, Prepaid Expenses, Item 7, Cols (1) and (3) =  $\frac{1}{2} \times (\text{Item 2} + \text{Item 3}) + \text{Item 5} + \text{Item 6}$ . Prepaid expenses are to be stated as ratios to earned premium in Col (2) and Col (3). Exhibit Five—Part Two, Item 8, LAD Fees, Columns (2) and (4) are to be stated as ratios to written premium.

Exhibit Five—Part Two is to include each of the calendar years 1993, 1994 and 1995.

### EXHIBIT SIX

Exhibit Six—Part One shows investment income attributable to New Jersey private passenger auto for the purpose of completing excess profits reports in each of the three calendar years covered by this report.

The following is an example of the entries using data for calendar year 1995. Data substantially similar to this example are to be completed for calendar years 1993 and 1994.

Item 1 is countrywide data from the 1995 statutory annual statement, page 2, column 1, the sum of lines 9.1, 9.2, 9.3, 10 and 11.

Item 2 is countrywide data from the statutory annual statement, page 3, column 1, line 9.

NOTE: Limit Item 3 to a maximum of 1.000.

Item 4 is Exhibit Five—Part Two, Columns (1) and (3), Item 7.

Item 5 is Exhibit One, Col (1), Item 12.

NOTE: Limit item 6 to a maximum of 1.000.

Item 7 is Exhibit One, Col (6), Item 12 for 1995.

Item 8 is Exhibit One, Col (6), Item 12, for 1994.

Item 9A = Item 9 x (1 - Item 3 - Item 6).

NOTE: Limit Item 9A to a minimum of 0.

Item 10 is Exhibit One, Col (7), Item 12 for 1995.

Item 11 is Exhibit One, Col (7), Item 12 for 1994.

Item 13 is Exhibit One, Col (7), Item 15 for 1995.

Item 14 is Exhibit One, Col (7), Item 15 for 1994.

Item 16G is the expected loss and loss adjustment expense ratio which is used to determine the investment income offset in the filer's filed and approved rate filings. The filer must submit a copy of the portion of the filing showing this figure, and show how it was used to determine the investment income offset in Exhibit 9.

Item 18 is Exhibit Six—Part Four, Item 3.

Item 19 is Actual Investment Income = Item 17 x Item 18.

Exhibit Six—Part Two shows Anticipated Investment Income and Excess Investment Income.

Item 1 is Exhibit One, Col (2), Item 12.

Item 2 is the filed and approved pre-tax investment income offset expressed as a ratio to premiums that was on file with the department in each of the latest three calendar years. This is the percent used to reduce the Clifford pre-tax target rate of return (i.e. 3.5% divided by the complement of the corporate federal income tax rate) to premiums for the effect of investment income. A copy of the portion of the filing showing this calculation is to be included as Exhibit Nine. If the filer submits no documentation of the investment income offset that has been approved by the Department, then Item 2 is the number zero.

Item 3 = Item 1 x Item 2.

Item 4 is Exhibit Six—Part One, Item 19.

Item 5 = (Item 4 - Item 3) if Item 4 > Item 3.

If Item 4 < Item 3 then Item 5 = Item 4 - (Exhibit Six—Part One, Item 17) x (six month average of the Moody's seasoned AAA corporate bond rate as of April 1 of each year), or zero whichever is less.

Exhibit Six—Part Three. The data in items 1 to 9 is from investments purchased in each of the three calendar years covered by this report.

Item 1 is interest, dividend and real estate income included in page 6, part 1, col. 8, line 10 that was earned on investments purchased in each of the three calendar years covered by this report.

Item 2 is the total investment expenses included in page 6, part 1, line 11 that were incurred from investments purchased in each of the three calendar years covered by this report.

Item 3 is the depreciation on real estate included in page 6, part 1, line 12 from investments purchased in each of the three calendar years covered by this report.

Item 4 is income on unaffiliated preferred stocks included in page 6, part 1, col. 8, line 2.1 that were purchased in each of the three calendar years covered by this report.

Item 5 is income on affiliated preferred stocks included in page 6, part 1, col. 8, line 2.11 that were purchased in each of the three calendar years covered by this report.

Item 6 is income on unaffiliated common stocks included in page 6, part 1, col. 8, line 2.2 that were purchased in each of the three calendar years covered by this report.

Item 7 is income on affiliated common stocks included in page 6, part 1, col. 8, line 2.21 that were purchased in each of the three calendar years covered by this report.

Item 8 is income on other invested assets included in page 6, part 1, col. 8, line 7 that were purchased in each of the three calendar years covered by this report.

Item 9 is the amount included in real estate for company's occupancy of its own buildings in Footnote (c) for 1994 and subsequent statements and Footnote S for 1993 and prior statements on real estate that was purchased during each of the three calendar years covered by this report.

Item 10 = Item 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9

Item 11 = Item 1 - Item 10

The data in Items 1.1 to 5.1 is the value of investments that were purchased in each of the three calendar years covered by this report.

Item 1.1 is Bonds Acquired in Schedule D, Part 3, Column 5 for each of the three calendar years covered by this report.

Item 2.1 is Mortgage Loans on Real Estate made or increased in Schedule B for each of the three calendar years covered by this report.

Item 2.2 is Real Estate acquired in Schedule A, Part 2 for each of the three calendar years covered by this report.

Item 3.1 is Collateral Loans made in Schedule C, Part 2 for each of the three calendar years covered by this report.

Item 4.1 Cash on Hand and on Deposit is the 12 month average of the depository balances on the last day of each month in Schedule N for each of the three years covered by this report.

Item 4.2 is Short-Term Investments in Schedule DA, Part 1 for each of the three calendar years covered by this report.

Item 5.1 for 1994 and subsequent is derivative instruments acquired, written and opened in Schedule DB, Parts A, B, C and D, Section 2 plus Schedule DC, Parts A, B and C, Section 2 and for 1993 and prior is financial options and futures acquired, written and opened in Schedule DB, Parts A, B and C, Section 2.

Item 6.1 = Item 1.1 + 2.1 + 2.2 + 3.1 + 4.1 + 4.2 + 5.1

Item 7 = Item 6.1/2

Exhibit Six—Part Four calculates the company rate of return for each accident year.

Item 1: Adjusted Investment Income = Item 11 summed over 1993, 1994 and 1995 for accident year 1993; Item 11 summed over 1994 and 1995 for accident year 1994; Item 11 1995 for accident year 1995.

Item 2: Adjusted Invested Assets = Item 7 summed over 1993, 1994 and 1995 for accident year 1993; Item 7 summed over 1994 and 1995 for accident year 1994; Item 7 1995 for accident year 1995.

Item 3: Rate of Return on Assets Purchased during an Accident Year = Item 1/Item 2.

#### EXHIBIT SEVEN

Exhibit Seven—Part One states the accumulated AIRE compensation received for each calendar-accident year as of the various stages of development as derived from the Assessment Allocation column in the Statewide Company Annual Cash Settlement Report issued by ISO to AIRE member companies added to the Investment Income column in the Annual Cash Settlement True-Up Report issued by ISO to AIRE member companies.

Exhibit Seven—Part Two states the historical development factors based on accumulated AIRE compensation in Exhibit Seven—Part One. These factors are used to calculate projection factors to ultimate as shown in Col (2).

Col (1) is the estimated AIRE compensation received as of the latest valuation point.

Col (2) is the development factors from above, accumulated to project AIRE compensation in Col (1) to ultimate. Col (3) = Col (1) x Col (2)

Exhibit Seven—Part Three states the accumulated AIRE charges paid for each calendar-accident year as of the various stages of development as derived from the Assessments at Present Rate column in the Annual Cash Settlement Report issued by ISO to AIRE member companies.

Exhibit Seven—Part Four states the historical development factors based on accumulated AIRE charges in Exhibit Seven—Part Three. These factors are used to calculate projection factors to ultimate as shown in Col (2).

Col (1) is the estimated AIRE charges received as of the latest valuation point.

Col (2) is the development factors from above, accumulated to project AIRE charges in Col (1) to ultimate. Col (3) = Col (1) x Col (2).

Exhibit Seven—Part Five states the Net AIRE for the three most recent years. Col (1) is the AIRE compensation from Exhibit Seven—Part Two, Col (3). Col (2) is the AIRE charges from Exhibit Seven—Part Four, Col (3). Col (3) = Col (1) - Col (2).

#### EXHIBIT EIGHT

Exhibit Eight uses the data developed in Exhibits One through Seven to calculate excess profits.

The sources of data for Exhibit Eight follow.

Item 1: Direct Calendar Year Written Premium, Exhibit One, Item 12.

Item 2: Direct Calendar Year Earned Premium, Exhibit One, Item 12.

Item 3: Net AIRE from Exhibit Seven—Part Five, for the "BI Liability and Uninsured/Underinsured Motorists Coverages" and "Total" Exhibits only.

Item 4: Apportioned share of MTF operating loss paid (to be reported only on the "BI Liability and Uninsured/Underinsured Motorists Coverages" and "Total" Exhibits.

Item 5A: For BI Liability and Uninsured Motorists and PIP, "Ultimate Incurred", per Exhibit Three—Part Three, Col (3). For Property Damage Liability and Physical Dam-

age, "Ultimate Incurred", per Exhibit Four—Part Three, Col (3).

Item 5B: ULAE Factor from Exhibit Two—Part Three.

Item 5C: Item 5A x Item 5B.

Item 6: Ratio of Item 5C to Item 2.

Item 7: Commissions, Exhibit Five—Part Two, Item 5.

Item 8: Other Acquisition, Exhibit Five—Part Two, Item 2

Item 9: General Expense, Exhibit Five—Part Two, Item 3

Item 10: Taxes, Licenses & Fees, Exhibit Five—Part Two, Item 6

Item 11A: LAD Fees, Exhibit Five—Part Two, Item 8

Item 11B: Allowable percent of LAD fees in excess profits reports = 50%.

Item 11C: Item 11A x Item 11B.

Item 12: Dividends, Exhibit One, Item 12B

Item 13: Excess Profits Refunds, Exhibit One, Item 12A

Item 14: Item 12 + Item 13

Item 15: Ratio Item 14/Item 2

Item 16: = Item 2 + Item 3 - Item 4 - Item 5C - Item 7 - Item 8 - Item 9 - Item 10 - Item 11C - Item 14

Item 17: Insurer's filed and approved allowance for profits and contingencies in the filer's approved rate filing, expressed as a ratio, and multiplied by the earned premium stated in Item 2. Provide copy of filing showing approved allowance for profit and contingencies provision as part of Exhibit Nine. If the filer submits no documentation of the profits and contingencies ratio that has been approved by the Department, then the Profits and Contingencies ratio is 3.5% divided by the complement of the corporate federal income tax rate.

Item 18 = Item 16 - Item 17

Item 19 = Exhibit Three—Part Seven, Total, Col (3) for BI Liability and Uninsured/Underinsured Motorists and PIP; Exhibit Four—Part Seven, Col (3), for Property Damage Liability and Physical Damage.

Item 20 = Item 18 - Item 19

Item 21: Exhibit Six—Part Two, Item 5.

Item 23 = Item 20 + Item 21 - Item 22

Item 24 is .005 x Item 2 for a filer that is a member of a holding company system, and 0 for all other filers.

Item 25A is the percent of NCIC pool participation

Item 25B is the NCIC pool loss

Item 25C = Item 25A x Item 25B

Item 26 = Item 23 - Item 24 - Item 25C.

#### EXHIBIT NINE

Exhibit Nine is the derivation of the investment income offset and the portion of the filer's latest approved filing showing the approved expected loss ratio (applied in Exhibit Six—Part One), pre-tax investment income offset (applied in Exhibit Six—Part Two) and profit and contingencies provision (applied in Exhibit Eight).

Item 1 is the approved expected loss ratio for each year

Item 2 is the approved profit and contingencies provision for each year.

Item 3 is the Clifford After-Tax Provision of 3.5%.

Item 4 is the tax rate applied in the latest approved filing.

Item 5 is the Clifford Pre-Tax Provision = Item 3/[1 - Item 4]

Item 6 is the Pre-Tax Investment Income Offset = Item 5 - Item 2.

#### N.J.A.C. 11:3-20 APPENDIX INPUT FORMS AND EXHIBITS

##### Introduction

The appendix contains the Input Forms that must be used by insurers in the submission of data as part of the excess profit report. The exact format contained herein must be used. In accordance with N.J.A.C. 11:3-20.4(a), insurers can receive a copy of these forms on a computer diskette together with the required formulas from the Department. These Input Forms are to be used for the following coverages: BI/UIM coverage, PD and PIP coverage and physical damage.

The Appendix also contains copies of Exhibit One to Exhibit Nine of the excess profits report. Once again, the format must be strictly followed. Copies can be obtained in accordance with N.J.A.C. 11:3-20.4(c).

Exhibit Ten is to be completed by individual insurers in an insurance company holding systems when they are complying with N.J.S.A. 17:29A-5.7a(4) by filing under N.J.A.C. 11:3-20.6(a).

(OAL Note: The input screens and exhibits are being reprinted to include and adjust certain notations which were inadvertently omitted during printing of the proposal.)

A	A	B	C	D	E	F	G	H	I	J	K	L
1	GROUP NAME:				INPUT SCREEN							
2	GROUP NAIC NO:											
3	COMPANY NAME:											
4	COMPANY NAIC NO:											
5	YEAR FILED:				1996							
6					<u>BI/UM</u>							
7												
8			CALENDAR YEAR		1995	1994	1993	1992	1991	1990	1989	1988
9	EXHIBIT ONE											
10	Item 1:	Col(1)	Written Premium									
11	Item 1A:	Col(1)	UCJF Assessments									
12	Item 3:	Col(1)	Motorcycles									
13	Item 4:	Col(1)	"Off Road" Vehicles									
14	Item 5:	Col(1)	JUA/MTF Business									
15	Item 6:	Col(1)	Excess Umbrella Policies									
16	Item 7:	Col(1)	Antique Auto									
17	Item 8:	Col(1)	Other									
18	Item 9:	Col(1)	Other									
19	Item 10:	Col(1)	Finance & Service Charges									
20												
21	Item 1:	Col(2)	Earned Premium									
22	Item 1A:	Col(2)	UCJF Assessments									
23	Item 3:	Col(2)	Motorcycles									
24	Item 4:	Col(2)	"Off Road" Vehicles									
25	Item 5:	Col(2)	JUA/MTF Business									
26	Item 6:	Col(2)	Excess Umbrella Policies									
27	Item 7:	Col(2)	Antique Auto									
28	Item 8:	Col(2)	Other									
29	Item 9:	Col(2)	Other									
30	Item 10:	Col(2)	Finance & Service Charges									
31												
32	Item 1:	Col(3)	Paid Losses									
33	Item 2:	Col(3)	Excess Medical Benefits									
34	Item 3:	Col(3)	Motorcycles									
35	Item 4:	Col(3)	"Off Road" Vehicles									
36	Item 5:	Col(3)	JUA/MTF Business									
37	Item 6:	Col(3)	Excess Umbrella Policies									
38	Item 7:	Col(3)	Antique Auto									
39	Item 8:	Col(3)	Other									
40	Item 9:	Col(3)	Other									
41	Item 13:	Col(3)	Paid ALAE									
42	Item 14:	Col(3)	Paid ULAE									
43												
44	Item 1:	Col(4)	Incurred Losses									
45	Item 2:	Col(4)	Excess Medical Benefits									
46	Item 3:	Col(4)	Motorcycles									
47	Item 4:	Col(4)	"Off Road" Vehicles									

48	Item 5:	Col(4)	JUA/MTF Business									
49	Item 6:	Col(4)	Excess Umbrella Policies									
50	Item 7:	Col(4)	Antique Auto									
51	Item 8:	Col(4)	Other									
52	Item 9:	Col(4)	Other									
53	Item 13:	Col(4)	Incurred ALAE									
54	Item 14:	Col(4)	Incurred ULAE									
55												
56	Item 1:	Col(5)	Dividends on Direct Business									
57	Item 3:	Col(5)	Motorcycles									
58	Item 4:	Col(5)	"Off Road" Vehicles									
59	Item 5:	Col(5)	JUA/MTF Business									
60	Item 6:	Col(5)	Excess Umbrella Policies									
61	Item 7:	Col(5)	Antique Auto									
62	Item 8:	Col(5)	Other									
63	Item 9:	Col(5)	Other									
64	Item 12A:	Col(5)	XS Profit Refund									
65	Item 12B:	Col(5)	All Other Dividends									
66												
67	Item 1:	Col(6)	Unearned Prem Reserve									
68	Item 2:	Col(6)	UCJF									
69	Item 3:	Col(6)	Motorcycles									
70	Item 4:	Col(6)	"Off Road" Vehicles									
71	Item 5:	Col(6)	JUA/MTF Business									
72	Item 6:	Col(6)	Excess Umbrella Policies									
73	Item 7:	Col(6)	Antique Auto									
74	Item 8:	Col(6)	Other									
75	Item 9:	Col(6)	Other									
76												
77	Item 1:	Col(7)	Unpaid Losses									
78	Item 2:	Col(7)	Excess Medical Benefits									
79	Item 3:	Col(7)	Motorcycles									
80	Item 4:	Col(7)	"Off Road" Vehicles									
81	Item 5:	Col(7)	JUA/MTF Business									
82	Item 6:	Col(7)	Excess Umbrella Policies									
83	Item 7:	Col(7)	Antique Auto									
84	Item 8:	Col(7)	Other									
85	Item 9:	Col(7)	Other									
86	Item 15:	Col(7)	Unpaid LAE									
87												
88	EXHIBIT TWO			1995	1994	1993	1992	1991	1990	1989	1988	
89	Part One	Col(1)	Acc Year 1995 Pd Loss During		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
90	Part One	Col(1)	Acc Year 1994 Pd Loss During			XXX	XXX	XXX	XXX	XXX	XXX	XXX
91	Part One	Col(1)	Acc Year 1993 Pd Loss During				XXX	XXX	XXX	XXX	XXX	XXX
92	Part One	Col(1)	Acc Year 1992 Pd Loss During					XXX	XXX	XXX	XXX	XXX
93	Part One	Col(1)	Acc Year 1991 Pd Loss During						XXX	XXX	XXX	XXX
94	Part One	Col(1)	Acc Year 1990 Pd Loss During							XXX	XXX	XXX
95	Part One	Col(1)	Acc Year 1989 Pd Loss During								XXX	XXX
96	Part One	Col(1)	Acc Year 1988 Pd Loss During									XXX
97	Part One	Col(1)	Acc Years Prior to 1988 Pd									



149	<b>EXHIBIT SIX</b>									
150	Part One	Item 1	C/W Agents Balances	_____	_____	_____	XXX	XXX	XXX	XXX
151	Part One	Item 2	C/W Unearned Premium Reserve	_____	_____	_____	XXX	XXX	XXX	XXX
152										
153			<b>PURCHASE YEAR</b>	<b>1995</b>	<b>1994</b>	<b>1993</b>	<b>1992</b>	<b>1991</b>	<b>1990</b>	<b>1989</b>
154										
155	Part Three	Item 1	Int., Div., R/E Income	_____	_____	_____	XXX	XXX	XXX	XXX
156	Part Three	Item 2	Total Inv. Expenses	_____	_____	_____	XXX	XXX	XXX	XXX
157	Part Three	Item 3	Depreciation of R/E	_____	_____	_____	XXX	XXX	XXX	XXX
158	Part Three	Item 4	Unaffiliated Preferred Stock	_____	_____	_____	XXX	XXX	XXX	XXX
159	Part Three	Item 5	Affiliated Preferred Stock	_____	_____	_____	XXX	XXX	XXX	XXX
160	Part Three	Item 6	Unaffiliated Common Stock	_____	_____	_____	XXX	XXX	XXX	XXX
161	Part Three	Item 7	Affiliated Common Stock	_____	_____	_____	XXX	XXX	XXX	XXX
162	Part Three	Item 8	Other Invested Assets	_____	_____	_____	XXX	XXX	XXX	XXX
163	Part Three	Item 9	Company's occupancy	_____	_____	_____	XXX	XXX	XXX	XXX
164	Part Three	Item 1.1	Bond Acquired	_____	_____	_____	XXX	XXX	XXX	XXX
165	Part Three	Item 2.1	Mortgage Loans	_____	_____	_____	XXX	XXX	XXX	XXX
166	Part Three	Item 2.2	Real Estate Acquired	_____	_____	_____	XXX	XXX	XXX	XXX
167	Part Three	Item 3.1	Collateral Loans	_____	_____	_____	XXX	XXX	XXX	XXX
168	Part Three	Item 4.1	Cash on Hand	_____	_____	_____	XXX	XXX	XXX	XXX
169	Part Three	Item 4.2	Short-Term Investments	_____	_____	_____	XXX	XXX	XXX	XXX
170	Part Three	Item 5.1	Derivative Instruments	_____	_____	_____	XXX	XXX	XXX	XXX
171										
172	<b>EXHIBIT SEVEN</b>		<b>CALENDAR YEAR</b>	<b>3/31/96</b>	<b>3/31/95</b>	<b>3/31/94</b>	<b>3/31/93</b>	<b>3/31/92</b>	<b>3/31/91</b>	<b>3/31/90</b>
173	Part One	Acc Yr 95 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
174		Acc Yr 94 allocation received as of	XXX	_____	XXX	XXX	XXX	XXX	XXX	XXX
175		Acc Yr 93 allocation received as of	XXX	_____	_____	XXX	XXX	XXX	XXX	XXX
176		Acc Yr 92 allocation received as of	XXX	_____	_____	_____	XXX	XXX	XXX	XXX
177		Acc Yr 91 allocation received as of	XXX	_____	_____	_____	_____	XXX	XXX	XXX
178		Acc Yr 90 allocation received as of	XXX	_____	_____	_____	_____	_____	XXX	XXX
179		Acc Yr 89 allocation received as of	XXX	_____	_____	_____	_____	_____	_____	XXX
180		Acc Yr 88 allocation received as of	XXX	_____	_____	_____	_____	_____	_____	_____
181										
182	Part One	Acc Yr 95 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
183		Acc Yr 94 allocation received as of	XXX	_____	XXX	XXX	XXX	XXX	XXX	XXX
184		Acc Yr 93 allocation received as of	XXX	_____	_____	XXX	XXX	XXX	XXX	XXX
185		Acc Yr 92 allocation received as of	XXX	_____	_____	_____	XXX	XXX	XXX	XXX
186		Acc Yr 91 allocation received as of	XXX	_____	_____	_____	_____	XXX	XXX	XXX
187		Acc Yr 90 allocation received as of	XXX	_____	_____	_____	_____	_____	XXX	XXX
188		Acc Yr 89 allocation received as of	XXX	_____	_____	_____	_____	_____	_____	XXX
189		Acc Yr 88 allocation received as of	XXX	_____	_____	_____	_____	_____	_____	_____
190										
191	Part Two	Allocation Received by 3/31/96	_____	_____	_____	_____	XXX	XXX	XXX	XXX
192		Inv. Inc. Received by 3/31/96	_____	_____	_____	_____	XXX	XXX	XXX	XXX
193										
194	Part Three	Acc Yr 95 charges paid as of	XXX	_____	_____	_____	_____	_____	_____	_____
195		Acc Yr 94 charges paid as of	XXX	XXX	_____	_____	_____	_____	_____	_____
196		Acc Yr 93 charges paid as of	XXX	XXX	XXX	_____	_____	_____	_____	_____
197		Acc Yr 92 charges paid as of	XXX	XXX	XXX	XXX	_____	_____	_____	_____
198		Acc Yr 91 charges paid as of	XXX	XXX	XXX	XXX	XXX	_____	_____	_____
199		Acc Yr 90 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	_____	_____
200		Acc Yr 89 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	_____

201		Acc Yr 88 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
202										
203	Part Four	Charges Paid by 3/31/96				XXX	XXX	XXX	XXX	XXX
204										
205	EXHIBIT EIGHT	CALENDAR YEAR	1995	1994	1993	1992	1991	1990	1989	1988
206		Item 4 Share of MTF Loss Paid				XXX	XXX	XXX	XXX	XXX
207		Item 24 Holding Company System (Y/N)		XXX	XXX	XXX	XXX	XXX	XXX	XXX
208		Item 25A NCIC Pool %				XXX	XXX	XXX	XXX	XXX
209		Item 25B NCIC Pool Loss				XXX	XXX	XXX	XXX	XXX
210										
211	EXHIBIT NINE									
212		Item 1 Expected Loss & LAE Ratio				XXX	XXX	XXX	XXX	XXX
213		Item 2 Profit & Contingencies				XXX	XXX	XXX	XXX	XXX
214		Item 4 Tax Rate				XXX	XXX	XXX	XXX	XXX
215										
216	EXHIBIT THREE	87 to Ultimate (Optional)			XXX	XXX	XXX	XXX	XXX	XXX

A	A	B	C	D	E	F	G	H	I	J	K	L
1	GROUP NAME:				INPUT SCREEN							
2	GROUP NAIC NO:											
3	COMPANY NAME:											
4	COMPANY NAIC NO:											
5	YEAR FILED:			1996								
6			PIP									
7												
8			CALENDAR YEAR		1995	1994	1993	1992	1991	1990	1989	1988
9	EXHIBIT ONE											
10	Item 1:	Col(1)	Written Premium									
11	Item 1A:	Col(1)	UCJF Assessments									
12	Item 3:	Col(1)	Motorcycles									
13	Item 4:	Col(1)	"Off Road" Vehicles									
14	Item 5:	Col(1)	JUA/MTF Business									
15	Item 6:	Col(1)	Excess Umbrella Policies									
16	Item 7:	Col(1)	Antique Auto									
17	Item 8:	Col(1)	Other									
18	Item 9:	Col(1)	Other									
19	Item 10:	Col(1)	Finance & Service Charges									
20												
21	Item 1:	Col(2)	Earned Premium									
22	Item 1A:	Col(2)	UCJF Assessments									
23	Item 3:	Col(2)	Motorcycles									
24	Item 4:	Col(2)	"Off Road" Vehicles									
25	Item 5:	Col(2)	JUA/MTF Business									
26	Item 6:	Col(2)	Excess Umbrella Policies									
27	Item 7:	Col(2)	Antique Auto									
28	Item 8:	Col(2)	Other									
29	Item 9:	Col(2)	Other									
30	Item 10:	Col(2)	Finance & Service Charges									
31												
32	Item 1:	Col(3)	Paid Losses									

33	Item 2:	Col(3)	Excess Medical Benefits																	
34	Item 3:	Col(3)	Motorcycles																	
35	Item 4:	Col(3)	"Off Road" Vehicles																	
36	Item 5:	Col(3)	JUA/MTF Business																	
37	Item 6:	Col(3)	Excess Umbrella Policies																	
38	Item 7:	Col(3)	Antique Auto																	
39	Item 8:	Col(3)	Other																	
40	Item 9:	Col(3)	Other																	
41	Item 13:	Col(3)	Paid ALAE																	
42	Item 14:	Col(3)	Paid ULAE																	
43																				
44	Item 1:	Col(4)	Incurred Losses																	
45	Item 2:	Col(4)	Excess Medical Benefits																	
46	Item 3:	Col(4)	Motorcycles																	
47	Item 4:	Col(4)	"Off Road" Vehicles																	
48	Item 5:	Col(4)	JUA/MTF Business																	
49	Item 6:	Col(4)	Excess Umbrella Policies																	
50	Item 7:	Col(4)	Antique Auto																	
51	Item 8:	Col(4)	Other																	
52	Item 9:	Col(4)	Other																	
53	Item 13:	Col(4)	Incurred ALAE																	
54	Item 14:	Col(4)	Incurred ULAE																	
55																				
56	Item 1:	Col(5)	Dividends on Direct Business																	
57	Item 3:	Col(5)	Motorcycles																	
58	Item 4:	Col(5)	"Off Road" Vehicles																	
59	Item 5:	Col(5)	JUA/MTF Business																	
60	Item 6:	Col(5)	Excess Umbrella Policies																	
61	Item 7:	Col(5)	Antique Auto																	
62	Item 8:	Col(5)	Other																	
63	Item 9:	Col(5)	Other																	
64	Item 12A:	Col(5)	XS Profit Refund																	
65	Item 12B:	Col(5)	All Other Dividends																	
66																				
67	Item 1:	Col(6)	Unearned Prem Reserve																	
68	Item 2:	Col(6)	UCJF																	
69	Item 3:	Col(6)	Motorcycles																	
70	Item 4:	Col(6)	"Off Road" Vehicles																	
71	Item 5:	Col(6)	JUA/MTF Business																	
72	Item 6:	Col(6)	Excess Umbrella Policies																	
73	Item 7:	Col(6)	Antique Auto																	
74	Item 8:	Col(6)	Other																	
75	Item 9:	Col(6)	Other																	
76																				
77	Item 1:	Col(7)	Unpaid Losses																	
78	Item 2:	Col(7)	Excess Medical Benefits																	
79	Item 3:	Col(7)	Motorcycles																	
80	Item 4:	Col(7)	"Off Road" Vehicles																	
81	Item 5:	Col(7)	JUA/MTF Business																	
82	Item 6:	Col(7)	Excess Umbrella Policies																	
83	Item 7:	Col(7)	Antique Auto																	
84	Item 8:	Col(7)	Other																	
85	Item 9:	Col(7)	Other																	
86	Item 15:	Col(7)	Unpaid LAE																	

EXHIBIT TWO			1995	1994	1993	1992	1991	1990	1989	1988	
87											
88											
89	Part One	Col(1)	Acc Year 1995 Pd Loss During	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
90	Part One	Col(1)	Acc Year 1994 Pd Loss During		XXX	XXX	XXX	XXX	XXX	XXX	
91	Part One	Col(1)	Acc Year 1993 Pd Loss During			XXX	XXX	XXX	XXX	XXX	
92	Part One	Col(1)	Acc Year 1992 Pd Loss During				XXX	XXX	XXX	XXX	
93	Part One	Col(1)	Acc Year 1991 Pd Loss During					XXX	XXX	XXX	
94	Part One	Col(1)	Acc Year 1990 Pd Loss During						XXX	XXX	
95	Part One	Col(1)	Acc Year 1989 Pd Loss During							XXX	
96	Part One	Col(1)	Acc Year 1988 Pd Loss During								
97	Part One	Col(1)	Acc Years Prior to 1988 Pd								
98	Part One		Loss During								
99				1996	1995	1994	1993	1992	1991	1990	1989
100	Part One	Col(2)	Acc Year 1995 Pd Loss During 1Q	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
101	Part One	Col(2)	Acc Year 1994 Pd Loss During 1Q			XXX	XXX	XXX	XXX	XXX	XXX
102	Part One	Col(2)	Acc Year 1993 Pd Loss During 1Q				XXX	XXX	XXX	XXX	XXX
103	Part One	Col(2)	Acc Year 1992 Pd Loss During 1Q					XXX	XXX	XXX	XXX
104	Part One	Col(2)	Acc Year 1991 Pd Loss During 1Q						XXX	XXX	XXX
105	Part One	Col(2)	Acc Year 1990 Pd Loss During 1Q							XXX	XXX
106	Part One	Col(2)	Acc Year 1989 Pd Loss During 1Q								XXX
107	Part One	Col(2)	Acc Year 1988 Pd Loss During 1Q								
108	Part One	Col(2)	Acc Years Prior to 1988 Pd								
109			Loss During 1Q								
110											
111				1995	1994	1993	1992	1991	1990	1989	1988
112	Part Two	Col(1)	Acc Year 1995 Pd ALAE During	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
113	Part Two	Col(1)	Acc Year 1994 Pd ALAE During			XXX	XXX	XXX	XXX	XXX	XXX
114	Part Two	Col(1)	Acc Year 1993 Pd ALAE During				XXX	XXX	XXX	XXX	XXX
115	Part Two	Col(1)	Acc Year 1992 Pd ALAE During					XXX	XXX	XXX	XXX
116	Part Two	Col(1)	Acc Year 1991 Pd ALAE During						XXX	XXX	XXX
117	Part Two	Col(1)	Acc Year 1990 Pd ALAE During							XXX	XXX
118	Part Two	Col(1)	Acc Year 1989 Pd ALAE During								XXX
119	Part Two	Col(1)	Acc Year 1988 Pd ALAE During								
120	Part Two	Col(1)	Acc Years Prior to 1988 Pd								
121			ALAE During								
122											
123				1996	1995	1994	1993	1992	1991	1990	1989
124	Part Two	Col(2)	Acc Year 1995 Pd ALAE During 1Q	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
125	Part Two	Col(2)	Acc Year 1994 Pd ALAE During			XXX	XXX	XXX	XXX	XXX	XXX
126	Part Two	Col(2)	Acc Year 1993 Pd ALAE During				XXX	XXX	XXX	XXX	XXX
127	Part Two	Col(2)	Acc Year 1992 Pd ALAE During					XXX	XXX	XXX	XXX
128	Part Two	Col(2)	Acc Year 1991 Pd ALAE During						XXX	XXX	XXX
129	Part Two	Col(2)	Acc Year 1990 Pd ALAE During							XXX	XXX
130	Part Two	Col(2)	Acc Year 1989 Pd ALAE During								XXX
131	Part Two	Col(2)	Acc Year 1988 Pd ALAE During								
132	Part Two	Col(2)	Acc Years Prior to 1988 Pd								
133			ALAE During 1Q								
134											

135	EXHIBIT FIVE			1995	1994	1993	1992	1991	1990	1989	1988
136	Part One	Liability	Direct Earned Premium	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
137	Part One	Liability	Other Acquisition	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
138	Part One	Liability	General Expenses	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
139	Part One	Liability	Direct Written Premium	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
140	Part One	Liability	Commission & Brokerage	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
141	Part One	Liability	Taxes, Licenses, Fees	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
142											
143	Part Two	Item 2	Other Acquisition	_____	_____	_____	XXX	XXX	XXX	XXX	XXX
144	Part Two	Item 3	General Expenses	_____	_____	_____	XXX	XXX	XXX	XXX	XXX
145	Part Two	Item 5	Commission & Brokerage	_____	_____	_____	XXX	XXX	XXX	XXX	XXX
146	Part Two	Item 6	Taxes, Licenses, Fees	_____	_____	_____	XXX	XXX	XXX	XXX	XXX
147	Part Two	Item 8	LAD Fees	_____	_____	_____	XXX	XXX	XXX	XXX	XXX
148											
149	EXHIBIT SIX										
150	Part One	Item 1	C/W Agents Balances	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
151	Part One	Item 2	C/W Unearned Premium Reserve	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
152											
153			PURCHASE YEAR	1995	1994	1993	1992	1991	1990	1989	1988
154											
155	Part Three	Item 1	Int., Div., R/E Income	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
156	Part Three	Item 2	Total Inv. Expenses	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
157	Part Three	Item 3	Depreciation of R/E	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
158	Part Three	Item 4	Unaffiliated Preferred Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
159	Part Three	Item 5	Affiliated Preferred Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
160	Part Three	Item 6	Unaffiliated Common Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
161	Part Three	Item 7	Affiliated Common Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
162	Part Three	Item 8	Other Invested Assets	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
163	Part Three	Item 9	Company's occupancy	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
164	Part Three	Item 1.1	Bond Acquired	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
165	Part Three	Item 2.1	Mortgage Loans	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
166	Part Three	Item 2.2	Real Estate Acquired	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
167	Part Three	Item 3.1	Collateral Loans	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
168	Part Three	Item 4.1	Cash on Hand	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
169	Part Three	Item 4.2	Short-Term Investments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
170	Part Three	Item 5.1	Derivative Instruments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
171											
172	EXHIBIT SEVEN		CALENDAR YEAR	3/31/96	3/31/95	3/31/94	3/31/93	3/31/92	3/31/91	3/31/90	3/31/89
173	Part One		Acc Yr 95 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
174			Acc Yr 94 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
175			Acc Yr 93 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
176			Acc Yr 92 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
177			Acc Yr 91 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
178			Acc Yr 90 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
179			Acc Yr 89 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
180			Acc Yr 88 allocation received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
181											
182	Part One		Acc Yr 95 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
183			Acc Yr 94 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
184			Acc Yr 93 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
185			Acc Yr 92 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
186			Acc Yr 91 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
187			Acc Yr 90 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
188			Acc Yr 89 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

189		Acc Yr 88 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
190											
191	Part Two	Allocation Received by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
192		Inv. Inc. Received by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
193											
194	Part Three	Acc Yr 95 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
195		Acc Yr 94 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
196		Acc Yr 93 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
197		Acc Yr 92 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
198		Acc Yr 91 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
199		Acc Yr 90 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XX
200		Acc Yr 89 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XSXX
201		Acc Yr 88 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XSXX
202											
203	Part Four	Charges Paid by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
204											
205	EXHIBIT EIGHT	CALENDAR YEAR	1995	1994	1993	1992	1991	1990	1989	1988	
206	Item 4	Share of MTF Loss Paid	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
207	Item 24	Holding Company System (Y/N)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
208	Item 25A	NCIC Pool %				XXX	XXX	XXX	XXX	XXX	
209	Item 25B	NCIC Pool Loss				XXX	XXX	XXX	XXX	XXX	
210											
211	EXHIBIT NINE										
212	Item 1	Expected Loss & LAE Ratio				XXX	XXX	XXX	XXX	XXX	
213	Item 2	Profit & Contingencies				XXX	XXX	XXX	XXX	XXX	
214	Item 4	Tax Rate				XXX	XXX	XXX	XXX	XXX	
215											
216	EXHIBIT THREE	87 To Ultimate (Optional)			XXX	XXX	XXX	XXX	XXX	XXX	

A	A	B	C	D	E	F	G	H	I	J	K	L	
1	GROUP NAME:				INPUT SCREEN								
2	GROUP NAIC NO:												
3	COMPANY NAME:												
4	COMPANY NAIC NO:												
5	YEAR FILED:			1996									
6					PD								
7													
8					CALENDAR YEAR	1995	1994	1993	1992	1991	1990	1989	1988
9	EXHIBIT ONE												
10	Item 1:	Col(1)	Written Premium										
11	Item 1A:	Col(1)	UCJF Assessments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
12	Item 3:	Col(1)	Motorcycles										
13	Item 4:	Col(1)	"Off Road" Vehicles										
14	Item 5:	Col(1)	JUA/MTF Business										
15	Item 6:	Col(1)	Excess Umbrella Policies										
16	Item 7:	Col(1)	Antique Auto (Optional)										
17	Item 8:	Col(1)	Other										
18	Item 9:	Col(1)	Other										
19	Item 10:	Col(1)	Finance & Service Charges										



74	Item 8:	Col(6)	Other															
75	Item 9:	Col(6)	Other															
76																		
77	Item 1:	Col(7)	Unpaid Losses															
78	Item 2:	Col(7)	Excess Medical Benefits															
79	Item 3:	Col(7)	Motorcycles															
80	Item 4:	Col(7)	"Off Road" Vehicles															
81	Item 5:	Col(7)	JUA/MTF Business															
82	Item 6:	Col(7)	Excess Umbrella Policies															
83	Item 7:	Col(7)	Antique Auto (Optional)															
84	Item 8:	Col(7)	Other															
85	Item 9:	Col(7)	Other															
86	Item 15:	Col(7)	Unpaid LAE															

EXHIBIT TWO

88				1995	1994	1993	1992	1991	1990	1989	1988
89	Part One	Col(1)	Acc Year 1995 Pd Loss During		XXX	XXX	XXX	XXX	XXX	XXX	XXX
90	Part One	Col(1)	Acc Year 1994 Pd Loss During			XXX	XXX	XXX	XXX	XXX	XXX
91	Part One	Col(1)	Acc Year 1993 Pd Loss During				XXX	XXX	XXX	XXX	XXX
92	Part One	Col(1)	Acc Year 1992 Pd Loss During					XXX	XXX	XXX	XXX
93	Part One	Col(1)	Acc Year 1991 Pd Loss During						XXX	XXX	XXX
94	Part One	Col(1)	Acc Year 1990 Pd Loss During							XXX	XXX
95	Part One	Col(1)	Acc Year 1989 Pd Loss During								XXX
96	Part One	Col(1)	Acc Year 1988 Pd Loss During								
97	Part One	Col(1)	Acc Years Prior to 1988 Pd Loss During								

99				1996	1995	1994	1993	1992	1991	1990	1989
100	Part One	Col(2)	Acc Year 1995 Pd Loss During 1Q		XXX	XXX	XXX	XXX	XXX	XXX	XXX
101	Part One	Col(2)	Acc Year 1994 Pd Loss During 1Q			XXX	XXX	XXX	XXX	XXX	XXX
102	Part One	Col(2)	Acc Year 1993 Pd Loss During 1Q				XXX	XXX	XXX	XXX	XXX
103	Part One	Col(2)	Acc Year 1992 Pd Loss During 1Q					XXX	XXX	XXX	XXX
104	Part One	Col(2)	Acc Year 1991 Pd Loss During 1Q						XXX	XXX	XXX
105	Part One	Col(2)	Acc Year 1990 Pd Loss During 1Q							XXX	XXX
106	Part One	Col(2)	Acc Year 1989 Pd Loss During 1Q								XXX
107	Part One	Col(2)	Acc Year 1988 Pd Loss During 1Q								
108	Part One	Col(2)	Acc Years Prior to 1988 Pd Loss During 1Q								

111				1995	1994	1993	1992	1991	1990	1989	1988
112	Part Two	Col(1)	Acc Year 1995 Pd ALAE During		XXX	XXX	XXX	XXX	XXX	XXX	XXX
113	Part Two	Col(1)	Acc Year 1994 Pd ALAE During			XXX	XXX	XXX	XXX	XXX	XXX
114	Part Two	Col(1)	Acc Year 1993 Pd ALAE During				XXX	XXX	XXX	XXX	XXX
115	Part Two	Col(1)	Acc Year 1992 Pd ALAE During					XXX	XXX	XXX	XXX
116	Part Two	Col(1)	Acc Year 1991 Pd ALAE During						XXX	XXX	XXX
117	Part Two	Col(1)	Acc Year 1990 Pd ALAE During							XXX	XXX
118	Part Two	Col(1)	Acc Year 1989 Pd ALAE During								XXX
119	Part Two	Col(1)	Acc Year 1988 Pd ALAE During								
120	Part Two	Col(1)	Acc Years Prior to 1988 Pd ALAE During								

123				1996	1995	1994	1993	1992	1991	1990	1989
124	Part Two	Col(2)	Acc Year 1995 Pd ALAE During 1Q		XXX	XXX	XXX	XXX	XXX	XXX	XXX
125	Part Two	Col(2)	Acc Year 1994 Pd ALAE During 1Q			XXX	XXX	XXX	XXX	XXX	XXX
126	Part Two	Col(2)	Acc Year 1993 Pd ALAE During 1Q				XXX	XXX	XXX	XXX	XXX
127	Part Two	Col(2)	Acc Year 1992 Pd ALAE During 1Q					XXX	XXX	XXX	XXX

74	Item 8:	Col(6)	Other																
75	Item 9:	Col(6)	Other																
76																			
77	Item 1:	Col(7)	Unpaid Losses																
78	Item 2:	Col(7)	Excess Medical Benefits																
79	Item 3:	Col(7)	Motorcycles																
80	Item 4:	Col(7)	"Off Road" Vehicles																
81	Item 5:	Col(7)	JUA/MTF Business																
82	Item 6:	Col(7)	Excess Umbrella Policies																
83	Item 7:	Col(7)	Antique Auto (Optional)																
84	Item 8:	Col(7)	Other																
85	Item 9:	Col(7)	Other																
86	Item 15:	Col(7)	Unpaid LAE																
87																			
88	<b>EXHIBIT TWO</b>																		
				1995	1994	1993	1992	1991	1990	1989	1988								
89	Part One	Col(1)	Acc Year 1995 Pd Loss During		XXX	XXX	XXX	XXX	XXX	XXX	XXX								
90	Part One	Col(1)	Acc Year 1994 Pd Loss During			XXX	XXX	XXX	XXX	XXX	XXX								
91	Part One	Col(1)	Acc Year 1993 Pd Loss During				XXX	XXX	XXX	XXX	XXX								
92	Part One	Col(1)	Acc Year 1992 Pd Loss During					XXX	XXX	XXX	XXX								
93	Part One	Col(1)	Acc Year 1991 Pd Loss During						XXX	XXX	XXX								
94	Part One	Col(1)	Acc Year 1990 Pd Loss During							XXX	XXX								
95	Part One	Col(1)	Acc Year 1989 Pd Loss During								XXX								
96	Part One	Col(1)	Acc Year 1988 Pd Loss During																
97	Part One	Col(1)	Acc Years Prior to 1988 Pd																
98			Loss During																
99				1996	1995	1994	1993	1992	1991	1990	1989								
100	Part One	Col(2)	Acc Year 1995 Pd Loss During 1Q		XXX	XXX	XXX	XXX	XXX	XXX	XXX								
101	Part One	Col(2)	Acc Year 1994 Pd Loss During 1Q			XXX	XXX	XXX	XXX	XXX	XXX								
102	Part One	Col(2)	Acc Year 1993 Pd Loss During 1Q				XXX	XXX	XXX	XXX	XXX								
103	Part One	Col(2)	Acc Year 1992 Pd Loss During 1Q					XXX	XXX	XXX	XXX								
104	Part One	Col(2)	Acc Year 1991 Pd Loss During 1Q						XXX	XXX	XXX								
105	Part One	Col(2)	Acc Year 1990 Pd Loss During 1Q							XXX	XXX								
106	Part One	Col(2)	Acc Year 1989 Pd Loss During 1Q								XXX								
107	Part One	Col(2)	Acc Year 1988 Pd Loss During 1Q																
108	Part One	Col(2)	Acc Years Prior to 1988 Pd																
109			Loss During 1Q																
110				1995	1994	1993	1992	1991	1990	1989	1988								
111																			
112	Part Two	Col(1)	Acc Year 1995 Pd ALAE During		XXX	XXX	XXX	XXX	XXX	XXX	XXX								
113	Part Two	Col(1)	Acc Year 1994 Pd ALAE During			XXX	XXX	XXX	XXX	XXX	XXX								
114	Part Two	Col(1)	Acc Year 1993 Pd ALAE During				XXX	XXX	XXX	XXX	XXX								
115	Part Two	Col(1)	Acc Year 1992 Pd ALAE During					XXX	XXX	XXX	XXX								
116	Part Two	Col(1)	Acc Year 1991 Pd ALAE During						XXX	XXX	XXX								
117	Part Two	Col(1)	Acc Year 1990 Pd ALAE During							XXX	XXX								
118	Part Two	Col(1)	Acc Year 1989 Pd ALAE During								XXX								
119	Part Two	Col(1)	Acc Year 1988 Pd ALAE During																
120	Part Two	Col(1)	Acc Years Prior to 1988 Pd																
121			ALAE During																
122				1996	1995	1994	1993	1992	1991	1990	1989								
123																			
124	Part Two	Col(2)	Acc Year 1995 Pd ALAE During 1Q		XXX	XXX	XXX	XXX	XXX	XXX	XXX								
125	Part Two	Col(2)	Acc Year 1994 Pd ALAE During 1Q			XXX	XXX	XXX	XXX	XXX	XXX								
126	Part Two	Col(2)	Acc Year 1993 Pd ALAE During 1Q				XXX	XXX	XXX	XXX	XXX								
127	Part Two	Col(2)	Acc Year 1992 Pd ALAE During 1Q					XXX	XXX	XXX	XXX								

182	Part One	Acc Yr 95 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
183		Acc Yr 94 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
184		Acc Yr 93 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
185		Acc Yr 92 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
186		Acc Yr 91 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
187		Acc Yr 90 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
188		Acc Yr 89 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
189		Acc Yr 88 interest received as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
190											
191	Part Two	Allocation Received by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
192		Inv. Inc. Received by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
193											
194	Part Three	Acc Yr 95 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
195		Acc Yr 94 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
196		Acc Yr 93 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
197		Acc Yr 92 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
198		Acc Yr 91 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
199		Acc Yr 90 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
200		Acc Yr 89 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
201		Acc Yr 88 charges paid as of	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
202											
203	Part Four	Charges Paid by 3/31/96	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
204											
205	EXHIBIT EIGHT	CALENDAR YEAR	1995	1994	1993	1992	1991	1990	1989	1988	
206		Item 4 Share of MTF Loss Paid	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
207		Item 24 Holding Company System (Y/N)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
208		Item 25A NCIC Pool %				XXX	XXX	XXX	XXX	XXX	XXX
209		Item 25B NCIC Pool Loss				XXX	XXX	XXX	XXX	XXX	XXX
210											
211	EXHIBIT NINE										
212		Item 1 Expected Loss & LAE Ratio				XXX	XXX	XXX	XXX	XXX	XXX
213		Item 2 Profit & Contingencies				XXX	XXX	XXX	XXX	XXX	XXX
214		Item 4 Tax Rate				XXX	XXX	XXX	XXX	XXX	XXX
215											
216											

A	A	B	C	D	E	F	G	H	I	J	K	L
1	GROUP NAME:	INPUT SCREEN										
2	GROUP NAIC NO:											
3	COMPANY NAME:											
4	COMPANY NAIC NO:											
5	YEAR FILED:	1996										
6		PHYSICAL DAMAGE										
7												
8		CALENDAR YEAR	1995	1994	1993	1992	1991	1990	1989	1988		
9	EXHIBIT ONE											
10	Item 1:	Col(1)	Written Premium									
11	Item 1A:	Col(1)	UCJF Assessments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
12	Item 3:	Col(1)	Motorcycles									

13	Item 4:	Col(1)	"Off Road" Vehicles															
14	Item 5:	Col(1)	JUA/MTF Business															
15	Item 6:	Col(1)	Excess Umbrella Policies															
16	Item 7:	Col(1)	Antique Auto (Optional)															
17	Item 8:	Col(1)	Other															
18	Item 9:	Col(1)	Other															
19	Item 10:	Col(1)	Finance & Service Charges															
20																		
21	Item 1:	Col(2)	Earned Premium															
22	Item 1A:	Col(2)	UCJF Assessments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
23	Item 3:	Col(2)	Motorcycles															
24	Item 4:	Col(2)	"Off Road" Vehicles															
25	Item 5:	Col(2)	JUA/MTF Business															
26	Item 6:	Col(2)	Excess Umbrella Policies															
27	Item 7:	Col(2)	Antique Auto (Optional)															
28	Item 8:	Col(2)	Other															
29	Item 9:	Col(2)	Other															
30	Item 10:	Col(2)	Finance & Service Charges															
31																		
32	Item 1:	Col(3)	Paid Losses															
33	Item 2:	Col(3)	Excess Medical Benefits	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
34	Item 3:	Col(3)	Motorcycles															
35	Item 4:	Col(3)	"Off Road" Vehicles															
36	Item 5:	Col(3)	JUA/MTF Business															
37	Item 6:	Col(3)	Excess Umbrella Policies															
38	Item 7:	Col(3)	Antique Auto (Optional)															
39	Item 8:	Col(3)	Other															
40	Item 9:	Col(3)	Other															
41	Item 13:	Col(3)	Paid ALAE															
42	Item 14:	Col(3)	Paid ULAE															
43																		
44	Item 1:	Col(4)	Incurred Losses															
45	Item 2:	Col(4)	Excess Medical Benefits	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
46	Item 3:	Col(4)	Motorcycles															
47	Item 4:	Col(4)	"Off Road" Vehicles															
48	Item 5:	Col(4)	JUA/MTF Business															
49	Item 6:	Col(4)	Excess Umbrella Policies															
50	Item 7:	Col(4)	Antique Auto (Optional)															
51	Item 8:	Col(4)	Other															
52	Item 9:	Col(4)	Other															
53	Item 13:	Col(4)	Incurred ALAE															
54	Item 14:	Col(4)	Incurred ULAE															
55																		
56	Item 1:	Col(5)	Dividends on Direct Business															
57	Item 3:	Col(5)	Motorcycles															
58	Item 4:	Col(5)	"Off Road" Vehicles															
59	Item 5:	Col(5)	JUA/MTF Business															
60	Item 6:	Col(5)	Excess Umbrella Policies															
61	Item 7:	Col(5)	Antique Auto (Optional)															
62	Item 8:	Col(5)	Other															
63	Item 9:	Col(5)	Other															
64	Item 12A:	Col(5)	XS Profit Refund															
65	Item 12B:	Col(5)	All Other Dividends															
66																		

67	Item 1:	Col(6)	Unearned Prem Reserve										
68	Item 2:	Col(6)	UCJF	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
69	Item 3:	Col(6)	Motorcycles										
70	Item 4:	Col(6)	"Off Road" Vehicles										
71	Item 5:	Col(6)	JUA/MTF Business										
72	Item 6:	Col(6)	Excess Umbrella Policies										
73	Item 7:	Col(6)	Antique Auto (Optional)										
74	Item 8:	Col(6)	Other										
75	Item 9:	Col(6)	Other										
76													
77	Item 1:	Col(7)	Unpaid Losses										
78	Item 2:	Col(7)	Excess Medical Benefits	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
79	Item 3:	Col(7)	Motorcycles										
80	Item 4:	Col(7)	"Off Road" Vehicles										
81	Item 5:	Col(7)	JUA/MTF Business										
82	Item 6:	Col(7)	Excess Umbrella Policies										
83	Item 7:	Col(7)	Antique Auto (Optional)										
84	Item 8:	Col(7)	Other										
85	Item 9:	Col(7)	Other										
86	Item 15:	Col(7)	Unpaid LAE										
87													
88	EXHIBIT TWO			1995	1994	1993	1992	1991	1990	1989	1988		
89	Part One	Col(1)	Acc Year 1995 Pd Loss During		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
90	Part One	Col(1)	Acc Year 1994 Pd Loss During			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
91	Part One	Col(1)	Acc Year 1993 Pd Loss During				XXX	XXX	XXX	XXX	XXX	XXX	XXX
92	Part One	Col(1)	Acc Year 1992 Pd Loss During					XXX	XXX	XXX	XXX	XXX	XXX
93	Part One	Col(1)	Acc Year 1991 Pd Loss During						XXX	XXX	XXX	XXX	XXX
94	Part One	Col(1)	Acc Year 1990 Pd Loss During							XXX	XXX	XXX	XXX
95	Part One	Col(1)	Acc Year 1989 Pd Loss During									XXX	XXX
96	Part One	Col(1)	Acc Year 1988 Pd Loss During										XXX
97	Part One	Col(1)	Acc Years Prior to 1988 Pd										
98	Part One	Col(1)	Loss During										
99				1996	1995	1994	1993	1992	1991	1990	1989		
100	Part One	Col(2)	Acc Year 1995 Pd Loss During IQ		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
101	Part One	Col(2)	Acc Year 1994 Pd Loss During IQ			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
102	Part One	Col(2)	Acc Year 1993 Pd Loss During IQ				XXX	XXX	XXX	XXX	XXX	XXX	XXX
103	Part One	Col(2)	Acc Year 1992 Pd Loss During IQ					XXX	XXX	XXX	XXX	XXX	XXX
104	Part One	Col(2)	Acc Year 1991 Pd Loss During IQ						XXX	XXX	XXX	XXX	XXX
105	Part One	Col(2)	Acc Year 1990 Pd Loss During IQ							XXX	XXX	XXX	XXX
106	Part One	Col(2)	Acc Year 1989 Pd Loss During IQ									XXX	XXX
107	Part One	Col(2)	Acc Year 1988 Pd Loss During IQ										XXX
108	Part One	Col(2)	Acc Years Prior to 1988 Pd										
109	Part One	Col(2)	Loss During IQ										
110				1995	1994	1993	1992	1991	1990	1989	1988		
111													
112	Part Two	Col(1)	Acc Year 1995 Pd ALAE During		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
113	Part Two	Col(1)	Acc Year 1994 Pd ALAE During			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
114	Part Two	Col(1)	Acc Year 1993 Pd ALAE During				XXX	XXX	XXX	XXX	XXX	XXX	XXX
115	Part Two	Col(1)	Acc Year 1992 Pd ALAE During					XXX	XXX	XXX	XXX	XXX	XXX
116	Part Two	Col(1)	Acc Year 1991 Pd ALAE During						XXX	XXX	XXX	XXX	XXX
117	Part Two	Col(1)	Acc Year 1990 Pd ALAE During							XXX	XXX	XXX	XXX
118	Part Two	Col(1)	Acc Year 1989 Pd ALAE During									XXX	XXX
119	Part Two	Col(1)	Acc Year 1988 Pd ALAE During										XXX
120	Part Two	Col(1)	Acc Years Prior to 1988 Pd										

121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171

**ALAE During**

			1996	1995	1994	1993	1992	1991	1990	1989
Part Two	Col(2)	Acc Year 1995 Pd ALAE During IQ		XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Two	Col(2)	Acc Year 1994 Pd ALAE During IQ			XXX	XXX	XXX	XXX	XXX	XXX
Part Two	Col(2)	Acc Year 1993 Pd ALAE During IQ				XXX	XXX	XXX	XXX	XXX
Part Two	Col(2)	Acc Year 1992 Pd ALAE During IQ					XXX	XXX	XXX	XXX
Part Two	Col(2)	Acc Year 1991 Pd ALAE During IQ						XXX	XXX	XXX
Part Two	Col(2)	Acc Year 1990 Pd ALAE During IQ							XXX	XXX
Part Two	Col(2)	Acc Year 1989 Pd ALAE During IQ								XXX
Part Two	Col(2)	Acc Year 1988 Pd ALAE During IQ								
Part Two	Col(2)	Acc Years Prior to 1988 Pd ALAE During IQ								

**EXHIBIT FIVE**

			1995	1994	1993	1992	1991	1990	1989	1988
Part One	Liability	Direct Earned Premium				XXX	XXX	XXX	XXX	XXX
Part One	Liability	Other Acquisition				XXX	XXX	XXX	XXX	XXX
Part One	Liability	General Expenses				XXX	XXX	XXX	XXX	XXX
Part One	Liability	Direct Written Premium				XXX	XXX	XXX	XXX	XXX
Part One	Liability	Commission & Brokerage				XXX	XXX	XXX	XXX	XXX
Part One	Liability	Taxes, Licenses, Fees				XXX	XXX	XXX	XXX	XXX
Part Two	Item 2	Other Acquisition				XXX	XXX	XXX	XXX	XXX
Part Two	Item 3	General Expenses				XXX	XXX	XXX	XXX	XXX
Part Two	Item 5	Commission & Brokerage				XXX	XXX	XXX	XXX	XXX
Part Two	Item 6	Taxes, Licenses, Fees				XXX	XXX	XXX	XXX	XXX
Part Two	Item 8	LAD Fees				XXX	XXX	XXX	XXX	XXX

**EXHIBIT SIX**

Part One	Item 1	C/W Agents Balances	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part One	Item 2	C/W Unearned Premium Reserve	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

**PURCHASE YEAR**

			1995	1994	1993	1992	1991	1990	1989	1988
Part Three	Item 1	Int., Div., R/E Income	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 2	Total Inv. Expenses	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 3	Depreciation of R/E	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 4	Unaffiliated Preferred Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 5	Affiliated Preferred Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 6	Unaffiliated Common Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 7	Affiliated Common Stock	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 8	Other Invested Assets	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 9	Company's occupancy	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 1.1	Bond Acquired	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 2.1	Mortgage Loans	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 2.2	Real Estate Acquired	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 3.1	Collateral Loans	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 4.1	Cash on Hand	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 4.2	Short-Term Investments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Part Three	Item 5.1	Derivative Instruments	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

3-110.3

Supp. 7-15-96

EXHIBIT SEVEN		CALENDAR YEAR		1995	1994	1993	1992	1991	1990	1989	1988
172	Part One	Acc Yr 95 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
173		Acc Yr 94 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
174		Acc Yr 93 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
175		Acc Yr 92 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
176		Acc Yr 91 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
177		Acc Yr 90 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
178		Acc Yr 89 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
179		Acc Yr 88 allocation received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
180											
181	Part One	Acc Yr 95 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
182		Acc Yr 94 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
183		Acc Yr 93 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
184		Acc Yr 92 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
185		Acc Yr 91 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
186		Acc Yr 90 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
187		Acc Yr 89 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
188		Acc Yr 88 interest received as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
189											
190	Part Two	Allocation Received by 3/31/96		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
191		Inv. Inc. Received by 3/31/96		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
192											
193	Part Three	Acc Yr 95 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
194		Acc Yr 94 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
195		Acc Yr 93 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
196		Acc Yr 92 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
197		Acc Yr 91 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
198		Acc Yr 90 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
199		Acc Yr 89 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
200		Acc Yr 88 charges paid as of		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
201											
202	Part Four	Charges Paid by 3/31/96		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
203											
204											
205	EXHIBIT EIGHT	CALENDAR YEAR		1995	1994	1993	1992	1991	1990	1989	1988
206		Item 4	Share of MTF Loss Paid	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
207		Item 24	Holding Company System (Y/N)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
208		Item 25A	NCIC Pool %	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
209		Item 25B	NCIC Pool Loss	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
210											
211	EXHIBIT NINE										
212		Item 1	Expected Loss & LAE Ratio	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
213		Item 2	Profit & Contingencies	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
214		Item 4	Tax Rate	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
215											
216											

B		D	E	F	G	H	I	J	K	
1	GROUP NAME: _____	CHECK ONE:	<u>BI/UM</u>	_____	_____	EXCESS PROFITS REPORT	_____	EXHIBIT ONE	_____	
2	GROUP NAIC NO: _____		<u>PD</u>	_____	_____					
3	COMPANY NAME: _____		<u>PIP</u>	_____	_____					
4	COMPANY NAIC NO: _____		<u>PHYS. DAMAGE</u>	_____	_____					
5	YEAR FILED: _____	1996								
6			Calendar Year 1995							
7										
8										
9			Col (1)	Col (2)	Col (3)	Col (4)	Col (5)	Col (6)	Col (7)	
10			Direct	Direct	Direct	Direct	Dividends	Direct	Direct	
11			Premiums	Premiums	Losses	Losses	on	Unearned	Losses	
12			Written	Earned	Paid	Incurred	Direct	Premiums	Unpaid	
13			_____	_____	_____	_____	Business	Reserves	_____	
14	Item 1:	Source: Page 14	_____	_____	_____	_____	_____	_____	_____	
15										
16	Item 1A:	UCJF Assessments	xxx	_____	x	x	x	_____	x	
17	Item 1B:	Item 1 minus Item 1A	_____	_____	x	x	x	_____	x	
18										
19	NOTE: LIST DATA IN EXCLUSIONS (ITEM 2 THROUGH 10) ONLY IF THE DATA IS INCLUDED IN ITEM ONE.									
20	Exclusions:									
21										
22	Item 2:	Excess Medical Benefits	x	x	_____	_____	x	x	_____	
23	Item 3:	Motorcycles	_____	_____	_____	_____	_____	_____	_____	
24	Item 4:	"Off Road" Vehicles	_____	_____	_____	_____	_____	_____	_____	
25	Item 5:	JUA/MTF Business	_____	_____	_____	_____	_____	_____	_____	
26	Item 6:	Excess/Umbrella Policies	_____	_____	_____	_____	_____	_____	_____	
27	Item 7:	Antique Auto	_____	_____	_____	_____	_____	_____	_____	
28	Other Exclusions (list):									
29	Item 8:	OTHER	_____	_____	_____	_____	_____	_____	_____	
30	Item 9:	OTHER	_____	_____	_____	_____	_____	_____	_____	
31	Item 10:	Finance and Service Charges	_____	_____	x	x	x	o	x	
32	Item 11:	Sub Total	_____	_____	_____	_____	_____	_____	_____	
33		(Sum Items 2 through 10)	_____	_____	_____	_____	_____	_____	_____	
34	Item 12:	Excess Profits Data	_____	_____	_____	_____	_____	_____	_____	
35										
36	Item 12A:	Refund of Excess Profits								
37		Included in Item 12, Col (5)	x	x	x	x	_____	x	x	
38	Item 12B:	All Other Dividends								
39		Included in Item 12, Col (5)	x	x	x	x	_____	x	x	
40										
41					(Col 3)	(Col 4)				
42					Paid	Incurred				
43	Item 13:	Allocated loss adjustment			ALAE	ALAE				

3-110.5

Supp. 7-15-96

44		expenses corresponding to					
45		Item 12, Cols. (3) and (4)					
46		respectively	x	x	_____	_____	
47	Item 13A:	Ratio Item 13, Col (3), to					
48		Item 12, Col (3)	x	x	_____	x	
49	Item 13B:	Ratio Item 13, Col (4), to					
50		Item 12, Col (4)	x	x	x	_____	
51							
52					(Col 3)	(Col 4)	
53					Paid	Incurred	
54	Item 14:	Unallocated loss adjustment			ULAE	ULAE	
55		expenses corresponding to					
56		Item 12, Cols. (3) and (4)					
57		respectively	x	x	_____	_____	
58	Item 14A:	Ratio Item 14, Col (3), to					
59		Item 12, Col (3)	x	x	_____	x	
60	Item 14B:	Ratio Item 14, Col (4), to					
61		Item 12, Col (4)	x	x	x	_____	
62							
63	Item 15:	Unpaid loss adjustments expenses					
64		(allocated plus unallocated)					
65		corresponding to unpaid losses					
66		shown in Item 12, Col (7)	x	x	x	x	x

C	A	B	C	D	E	F	G
1	GROUP NAME:	_____	CHECK ONE:	BI/UM	_____	EXHIBIT TWO	
2	GROUP NAIC NO:	_____		PD	_____		
3	COMPANY NAME:	_____		PIP	_____		
4	COMPANY NAIC NO:	_____		PHYS. DAMAGE	_____		
5	YEAR FILED:	1996					

9	Exhibit Two—Part One		Calendar Year	1995	Exhibit Two—Part Two		
10		Col (1)			Col (1)	Col (2)	
11	Losses Paid	12/31	Col (2)		12/31	3/15	
12		1995	1996	ALAE	1995	1996	
13							
14	1995	_____	_____	1995	_____	_____	
15	1994	_____	_____	1994	_____	_____	
16	1993	_____	_____	1993	_____	_____	
17	1992	_____	_____	1992	_____	_____	
18	1991	_____	_____	1991	_____	_____	

19	1990	_____	_____	1990	_____	_____
20	1989	_____	_____	1989	_____	_____
21	1988	_____	_____	1988	_____	_____
22	Prior	_____	_____	Prior	_____	_____
23	Total	_____	_____	Total	_____	_____

25 Exhibit Two—Part Three  
26 ULAE Factor

27	Year	Inurred Loss	Inurred ALAE	Inurred Loss & ALAE	Inurred ULAE	ULAE Ratio
28		Col (1)	(Col 2)	(Col 3)	Col (4)	(Col 5)
29						
30						
31						
32	1995	_____	_____	_____	_____	_____
33	1994	_____	_____	_____	_____	_____
34	1993	_____	_____	_____	_____	_____
35	Average					_____
36	ULAE Factor					_____
37						

D

1	A	B	C	D	E	F	G	H	I	J	K
1	GROUP NAME: _____	CHECK ONE:		BI/UM	_____					EXHIBIT THREE	
2	GROUP NAIC NO: _____			PIP	_____					PARTS ONE-THREE	
3	COMPANY NAME: _____										
4	COMPANY NAIC NO: _____										
5	YEAR FILED: _____	1996									

7 Exhibit Three—Part One  
8 Development of total limit paid losses and ALAE

9	Losses and ALAE	1989	1990	1991	1992	1993	1994	1995
10	<u>Paid During</u>							
11								
12	0-15 Months	_____	_____	_____	_____	_____	_____	_____
13	15-27	_____	_____	_____	_____	_____	_____	_____
14	27-39	_____	_____	_____	_____	_____	_____	_____
15	39-51	_____	_____	_____	_____	_____	_____	_____
16	51-63	_____	_____	_____	_____	_____	_____	_____
17	63-75	_____	_____	_____	_____	_____	_____	_____
18	75-87	_____	_____	_____	_____	_____	_____	_____

21 Exhibit Three—Part Two

22	Losses and ALAE	1989	1990	1991	1992	1993	1994	1995
23	<u>Paid as of</u>							
24								

Supp. 7-15-96

3-110.8

25								
26	15 Months							
27	27							
28	39							
29	51							
30	63							
31	75							
32	87							
33								
34	Exhibit Three—Part Three							
35								
36	Development						Col (5A)	Col (6A)
37	Factors	1989	1990	1991	1992	1993	Selected	Projection
38							Factor	Factor
39	15-27							
40	27-39							
41	39-51							
42	51-63							
43	63-75							
44	75-87							
45	87-Ult							
46		Col. (1)	Col. (2)	Col. (3)				
47	C/A Year	Loss & ALAE	LDF	Ultimate				
48								
49	1995							
50	1994							
51	1993							
52	1992							
53	1991							
54	1990							
55	1989							
56								

D		A	B	C	D	E	F	G	H	I	J	K
58	GROUP NAME:	_____		CHECK ONE:	BI/UM	_____					EXHIBIT THREE	
59	GROUP NAIC NO:	_____			PIP	_____					PARTS FOUR-SEVEN	
60	COMPANY NAME:	_____										
61	COMPANY NAIC NO:	_____										
62	YEAR FILED:		1996									

63  
64 Exhibit Three—Part Four

65	Losses and ALAE								
66	Paid During	1988	1989	1990	1991	1992	1993	1994	
67									
68	0-15 Months	_____	_____	_____	_____	_____	_____	_____	
69									
70	15-27	_____	_____	_____	_____	_____	_____	_____	
71	27-39	_____	_____	_____	_____	_____	_____	_____	
72	39-51	_____	_____	_____	_____	_____	_____	_____	
73	51-63	_____	_____	_____	_____	_____	_____	_____	
74	63-75	_____	_____	_____	_____	_____	_____	_____	
75	75-87	_____	_____	_____	_____	_____	_____	_____	

76  
77 Exhibit Three—Part Five

78	Losses and ALAE								
79	Paid as of	1988	1989	1990	1991	1992	1993	1994	
80									
81	15 Months	_____	_____	_____	_____	_____	_____	_____	
82									
83	27	_____	_____	_____	_____	_____	_____	_____	
84	39	_____	_____	_____	_____	_____	_____	_____	
85	51	_____	_____	_____	_____	_____	_____	_____	
86	63	_____	_____	_____	_____	_____	_____	_____	
87	75	_____	_____	_____	_____	_____	_____	_____	
88	87	_____	_____	_____	_____	_____	_____	_____	

89  
90 Exhibit Three—Part Six

91	Development									
92	Factors	1988	1989	1990	1991	1992	1993		Col (5A) Selected Factor	Col (6A) Projection Factor
93										
94	15-27	_____	_____	_____	_____	_____	_____	_____	_____	_____
95										
96	27-39	_____	_____	_____	_____	_____	_____	_____	_____	_____
97	39-51	_____	_____	_____	_____	_____	_____	_____	_____	_____
98	51-63	_____	_____	_____	_____	_____	_____	_____	_____	_____
99	63-75	_____	_____	_____	_____	_____	_____	_____	_____	_____

3-110.9

Supp. 7-15-96

100	75-87	_____			_____	_____
101	87-Ult				_____	_____
102		Col (1)	Col (2)	Col (3)		
103	C/A Year	Loss & ALAE	LDF	Ultimate		
104						
105	1994	_____	_____	_____		
106	1993	_____	_____	_____		
107	1992	_____	_____	_____		
108	1991	_____	_____	_____		
109	1990	_____	_____	_____		
110	1989	_____	_____	_____		
111	1988	_____	_____	_____		

112  
113 Exhibit Three—Part Seven

114		Col 1	Col 2	(Col 3)
115		(Part 3)	(Part 6)	(1-2)
116	C/A Year			
117				
118	1992	_____	_____	_____
119	1991	_____	_____	_____
120	1990	_____	_____	_____
121	1989	_____	_____	_____
122	Total			_____
123				

D

1	A	B	C	D	E	F	G	H	I	J	K
1	GROUP NAME: _____		CHECK ONE:	PD _____						EXHIBIT FOUR	
2	GROUP NAIC NO: _____			PHYSICAL DAMAGE _____						PARTS ONE-THREE	
3	COMPANY NAME: _____										
4	COMPANY NAIC NO: _____										
5	YEAR FILED: _____	1996									

6  
7 Exhibit Four—Part One

8 Development of total limit paid losses and ALAE

9								
10	Losses and ALAE							
11	Paid During	1989	1990	1991	1992	1993	1994	1995
12								
13	0-15 Months	_____	_____	_____	_____	_____	_____	_____
14	15-27	_____	_____	_____	_____	_____	_____	_____
15	27-39	_____	_____	_____	_____	_____	_____	_____
16	39-51	_____	_____	_____	_____	_____	_____	_____
17								

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

Exhibit Four—Part Two

Losses and ALAE  
Paid as of

1989      1990      1991      1992      1993      1994      1995

15 Months

27

39

51

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Exhibit Four—Part Three

Development  
Factors

1989      1990      1991      1992      1993      1994

15-27

27-39

39-51

_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Col (5A)  
Selected  
Factor

Col (6A)  
Projection  
Factor

C/A Year

Col (1)      Col (2)      Col (3)  
Loss & ALAE      LDF      Ultimate

1995

1994

1993

1992

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

D	A	B	C	D	E	F	G	H	I	J	K
58	GROUP NAME: _____		CHECK ONE:	<u>PD</u>	_____						EXHIBIT FOUR
59	GROUP NAIC NO: _____			<u>PHYSICAL DAMAGE</u>	_____						PARTS FOUR-SEVEN
60	COMPANY NAME: _____										
61	COMPANY NAIC NO: _____										
62	YEAR FILED:	1996									
63											
64	Exhibit Four—Part Four										
65											
66	Losses and ALAE										
67	Paid During	1988	1989	1990	1991	1992	1993	1994			
68											
69	0-15 Months	_____	_____	_____	_____	_____	_____	_____			
70	15-27	_____	_____	_____	_____	_____	_____	_____			
71	27-39	_____	_____	_____	_____	_____	_____	_____			
72	39-51	_____	_____	_____	_____	_____	_____	_____			
73											
74											
75											
76											
77	Exhibit Four—Part Five										
78											
79	Losses and ALAE										
80	Paid as of	1988	1989	1990	1991	1992	1993	1994			
81											
82	15 Months	_____	_____	_____	_____	_____	_____	_____			
83	27	_____	_____	_____	_____	_____	_____	_____			
84	39	_____	_____	_____	_____	_____	_____	_____			
85	51	_____	_____	_____	_____	_____	_____	_____			
86											
87											
88											
89											
90	Exhibit Four—Part Six										
91											
92	Development								Col (5A)	Col (6A)	
93	Factors	1988	1989	1990	1991	1992	1993		Selected	Projection	
94									Factor	Factor	
95	15-27	_____	_____	_____	_____	_____	_____		_____	_____	
96	27-39	_____	_____	_____	_____	_____	_____		_____	_____	
97	39-51	_____	_____	_____	_____	_____	_____		_____	_____	
98	51-63	_____	_____	_____	_____	_____	_____		_____	_____	
99											
100											
101											

102		Col (1)	Col (2)	Col (3)
103	<u>C/A Year</u>	<u>Loss &amp; ALAE</u>	<u>LDF</u>	<u>Ultimate</u>
104				
105	1994	_____	_____	_____
106	1993	_____	_____	_____
107	1992	_____	_____	_____
108	1991	_____	_____	_____

112	Exhibit Four—Part Seven			
113		Col 1	Col 2	Col 3
114	<u>C/A Year</u>	<u>(Part 3)</u>	<u>(Part 6)</u>	<u>(1-2)</u>
115				
116	1992	_____	_____	_____
117				
118				
119				
120				
121				
122				
123	Total			_____

E	A	B	C	D	E	F	G	H
1	GROUP NAME: _____			EXHIBIT FIVE—PART ONE				
2	GROUP NAIC NO: _____			COUNTRYWIDE EXPENSES				
3	COMPANY NAME: _____			FROM INSURANCE EXPENSE EXHIBIT PART III				
4	COMPANY NAIC NO: _____							
5	YEAR FILED: _____	1996						
6								
7			Private			Private		
8			Passenger			Passenger		
9			Auto			Auto		
10			Liability			Physical		
11						Damage		
12			Col (1)	Col (2)		Col (3)	Col (4)	
13								
14	CALENDAR YEAR	1995						
15								
16	Direct Earned Premium		_____	_____		_____	_____	
17	Direct Other Acquisition		_____	_____		_____	_____	
18	Direct General Expenses		_____	_____		_____	_____	
19	Direct Written Premium		_____	_____		_____	_____	
20	Direct Commission & Brokerage		_____	_____		_____	_____	
21	Direct Taxes, Licenses, Fees		_____	_____		_____	_____	

3-110.13

Supp. 7-15-96

22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
  
F  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

CALENDAR YEAR 1994

Direct Earned Premium	_____	_____	_____	_____
Direct Other Acquisition	_____	_____	_____	_____
Direct General Expenses	_____	_____	_____	_____
Direct Written Premium	_____	_____	_____	_____
Direct Commission & Brokerage	_____	_____	_____	_____
Direct Taxes, Licenses, Fees	_____	_____	_____	_____

CALENDAR YEAR 1993

Direct Earned Premium	_____	_____	_____	_____
Direct Other Acquisition	_____	_____	_____	_____
Direct General Expenses	_____	_____	_____	_____
Direct Written Premium	_____	_____	_____	_____
Direct Commission & Brokerage	_____	_____	_____	_____
Direct Taxes, Licenses, Fees	_____	_____	_____	_____

A  
GROUP NAME: \_\_\_\_\_  
B  
CHECK ONE:  
C  
GROUP NAIC NO: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
COMPANY NAIC NO: \_\_\_\_\_  
YEAR FILED: 1996

D  
BI/UM \_\_\_\_\_  
E  
PD \_\_\_\_\_  
F  
PIP \_\_\_\_\_  
PHYS. DAMAGE \_\_\_\_\_  
TOTAL \_\_\_\_\_

H  
EXHIBIT FIVE-PART TWO  
NEW JERSEY EXPENSES

Private  
Passenger  
Auto  
Liability

Private  
Passenger  
Auto  
Physical  
Damage

Col (1)

Col (2)

Col (3)

Col (4)

CALENDAR YEAR 1995

Item 1	Direct Earned Premium	_____	_____	_____	_____
--------	-----------------------	-------	-------	-------	-------

17	Item 2	Direct Other Acquisition				
18	Item 3	Direct General Expenses				
19	Item 4	Direct Written Premium				
20	Item 5	Direct Commission & Brokerage				
21	Item 6	Direct Taxes, Licenses, Fees				
22	Item 7	Prepaid Expenses				
23	Item 8	LAD Fees				
24						
25						
26						
27		CALENDAR YEAR	1994			
28						
29	Item 1	Direct Earned Premium				
30	Item 2	Direct Other Acquisition				
31	Item 3	Direct General Expenses				
32	Item 4	Direct Written Premium				
33	Item 5	Direct Commission & Brokerage				
34	Item 6	Direct Taxes, Licenses, Fees				
35	Item 7	Prepaid Expenses				
36	Item 8	LAD Fees				
37						
38						
39						
40		CALENDAR YEAR	1993			
41						
42	Item 1	Direct Earned Premium				
43	Item 2	Direct Other Acquisition				
44	Item 3	Direct General Expenses				
45	Item 4	Direct Written Premium				
46	Item 5	Direct Commission & Brokerage				
47	Item 6	Direct Taxes, Licenses, Fees				
48	Item 7	Prepaid Expenses				
49	Item 8	LAD Fees				

3-110.15

Supp. 7-15-96

G		B		C		D		E		F
1	GROUP NAME: _____		CHECK ONE:	BI/UM _____		EXHIBIT SIX				
2	GROUP NAIC NO: _____			PD _____		PARTS ONE & TWO				
3	COMPANY NAME: _____			PIP _____						
4	COMPANY NAIC NO: _____			PHYS. DAMAGE _____						
5	YEAR FILED: _____	1996								

8 Exhibit Six—Part One

			1993	1994	1995
10					
11	Item 1	Agents Balances—C/W	_____	_____	_____
12	Item 2	Unearned Premium Reserve—C/W	_____	_____	_____
13	Item 3	Ratio (Item 1/Item 2)	_____	_____	_____
14	Item 4	Direct Prepaid Expenses	_____	_____	_____
15	Item 5	Direct Premium Written	_____	_____	_____
16	Item 6	Ratio (Item 4/Item 5)	_____	_____	_____
17	Item 7	Direct Unearned Prem Reserves—Calendar Year	_____	_____	_____
18	Item 8	Direct Unearned Prem Reserves—Calendar Year—1	_____	_____	_____
19	Item 9	(Item 7 + Item 8)/2	_____	_____	_____
20	Item 9A	Investable Unearned Premiums	_____	_____	_____
21	Item 10	Direct Losses Unpaid—Calendar Year	_____	_____	_____
22	Item 11	Direct Losses Unpaid—Calendar Year—1	_____	_____	_____
23	Item 12	(Item 10 + Item 11)/2	_____	_____	_____
24	Item 13	Direct LAE Unpaid—Calendar Year	_____	_____	_____
25	Item 14	Direct LAE Unpaid—Calendar Year—1	_____	_____	_____
26	Item 15	(Item 13 + Item 14)/2	_____	_____	_____
27	Item 16	Item 12 + Item 15	_____	_____	_____
28	Item 16A	Exhibit One, Item 12, Col (4)	_____	_____	_____
29	Item 16B	Exhibit One, Item 13, Col (4)	_____	_____	_____
30	Item 16C	Exhibit One, Item 14, Col (4)	_____	_____	_____
31	Item 16D	Item 16A + Item 16B + Item 16C	_____	_____	_____
32	Item 16E	Ratio (Item 16/Item 16D)	_____	_____	_____
33	Item 16F	Exhibit One, Item 12, Col (2)	_____	_____	_____
34	Item 16G	Filed & Approved ELR	_____	_____	_____
35	Item 16H	Item 16E x Item 16F x Item 16G	_____	_____	_____
36	Item 17	Item 16H + Item 9A	_____	_____	_____
37	Item 18	Exhibit Six—Part Four, Item 3	_____	_____	_____

	Item 19	Item 17 x Item 18	1993	1994	1995
38					
39					
40	Exhibit Six—Part Two				
41					
42					
43					
44	Item 1	Earned Premium			
45	Item 2	Filed & Approved Investment Income Offset			
46	Item 3	Anticipated Investment Income			
47	Item 4	Actual Investment Income			
48	Item 5	Excess Investment Income			

H	A	B	C	D	E	F	G	H
1	GROUP NAME: _____				EXHIBIT SIX PARTS THREE & FOUR			
2	GROUP NAIC NO: _____							
3	COMPANY NAME: _____							
4	COMPANY NAIC NO: _____							
5	YEAR FILED: _____ 1996							

			Year Investment Purchased		
			1993	1994	1995
7	Exhibit Six—Part Three				
8	Purchase Year				
9					
10	<u>Adjusted Investment Income</u>				
11					
12	Item 1:	Total of Int, Divs & R/Est Income			
13	Item 2:	Total Investment Expenses Incurred			
14	Item 3:	Depreciation on Real Estate			
15	Item 4:	Preferred Stock (unaffiliated)			
16	Item 5:	Preferred Stock of Affiliates			
17	Item 6:	Common Stocks (unaffiliated)			
18	Item 7:	Common Stocks of Affiliates			
19	Item 8:	Other Invested Assets			
20	Item 9:	Real Estate for Company's Own Occupancy			
21	Item 10:	Total Deductions			
22	Item 11:	Adjusted Investment Income			
23					
24					
25	<u>Adjusted Investment Assets</u>				
26					
27	Item 1.1	Bonds			
28	Item 2.1	Mortgage Loans on Real Estate			

3-110.17

Supp. 7-15-96

29	Item 2.2	Real Estate	_____	_____	_____
30	Item 3.1	Collateral Loans	_____	_____	_____
31	Item 4.1	Cash on Hand and on Deposit	_____	_____	_____
32	Item 4.2	Short-Term Investments	_____	_____	_____
33	Item 5.1	Derivatives	_____	_____	_____
34	Item 6.1	Invested Assets	_____	_____	_____
35	Item 7	Adjusted Invested Assets	_____	_____	_____
36					
37	Exhibit Six—Part Four				
38	Accident Year		Accident Year		
39			1993	1994	1995
40	Item 1:	Adjusted Investment Income	_____	_____	_____
41	Item 2:	Adjusted Invested Assets	_____	_____	_____
42	Item 3:	Rate of Return	_____	_____	_____

I	A	B	C	D	E	F	G	H	I	J	I
1	GROUP NAME: _____					BI/UM	EXHIBIT SEVEN				
2	GROUP NAIC NO: _____						PARTS ONE & TWO				
3	COMPANY NAME: _____										
4	COMPANY NAIC NO: _____										
5	YEAR FILED: _____		1996								

8 EXHIBIT SEVEN—PART ONE  
 9 DEVELOPMENT OF AIRE COMPENSATION INCLUDING INTEREST EARNED TO ULTIMATE

11	AIRE							
12	Compensation	Calendar-Accident Years						
13	Received							
14	As of	1988	1989	1990	1991	1992	1993	1994
15								
16	15 months	_____	_____	_____	_____	_____	_____	_____
17	27 months	_____	_____	_____	_____	_____	_____	_____
18	39 months	_____	_____	_____	_____	_____	_____	_____
19	51 months	_____	_____	_____	_____	_____	_____	_____
20	63 months	_____	_____	_____	_____	_____	_____	_____
21	75 months	_____	_____	_____	_____	_____	_____	_____
22	87 months	_____	_____	_____	_____	_____	_____	_____

25 EXHIBIT SEVEN—PART TWO  
 26 AIRE COMPENSATION DEVELOPMENT FACTORS

		Calendar-Accident Years						Selected	Projected
	Development Factors	1988	1989	1990	1991	1992	1993	Factor	Factor
34	15-27 months	_____	_____	_____	_____	_____	_____	_____	_____
35	27-39 months	_____	_____	_____	_____	_____	_____	_____	_____
36	39-51 months	_____	_____	_____	_____	_____	_____	_____	_____
37	51-63 months	_____	_____	_____	_____	_____	_____	_____	_____
38	63-75 months	_____	_____	_____	_____	_____	_____	_____	_____
39	75-87 months	_____	_____	_____	_____	_____	_____	_____	_____
42		Col (1)	Col (2)	Col (3)					
43		AIRE	Projection						
44		Comp'n	Factor						
45		at	to	Ultimate					
46		3/96	Ultimate	Comp'n					
48	1995	_____	_____	_____					
49	1994	_____	_____	_____					
50	1993	_____	_____	_____					

I	A	B	C	D	E	F	G	H	I	J	K	
70	GROUP NAME:	_____						EXHIBIT SEVEN				
71	GROUP NAIC NO:	_____						PARTS THREE-FIVE				
72	COMPANY NAME:	_____										
73	COMPANY NAIC NO:	_____										
74	YEAR FILED:		1996									

77 EXHIBIT SEVEN—PART THREE  
 78 DEVELOPMENT OF AIRE CHARGES TO ULTIMATE

		Calendar-Accident Years						
	AIRE Charges Paid As of	1988	1989	1990	1991	1992	1993	1994
85	15 months	_____	_____	_____	_____	_____	_____	_____
86	27 months	_____	_____	_____	_____	_____	_____	_____
87	39 months	_____	_____	_____	_____	_____	_____	_____
88	51 months	_____	_____	_____	_____	_____	_____	_____

3-110.19

Supp. 7-15-96

Supp. 7-15-96

3-110.20

89	63 months	_____	_____	_____				
90	75 months	_____	_____					
91	87 months	_____						
92								
93								
94	<b>EXHIBIT SEVEN—PART FOUR</b>							
95	<b>AIRE CHARGES DEVELOPMENT FACTORS</b>							
96								
97								
98								
99		<b>Calendar-Accident Years</b>						
100	<b>Development</b>							
101	<b>Factors</b>	<b>1988</b>	<b>1989</b>	<b>1990</b>	<b>1991</b>	<b>1992</b>	<b>1993</b>	<b>Selected</b>
102								<b>Factor</b>
103	15-27 months	_____	_____	_____	_____	_____	_____	_____
104	27-39 months	_____	_____	_____	_____	_____		_____
105	39-51 months	_____	_____	_____	_____			_____
106	51-63 months	_____	_____	_____				_____
107	63-75 months	_____	_____					_____
108	75-87 months	_____						_____
109								
110								
111		Col (1)	Col (2)	Col (3)				
112			Projection					
113			Factor					
114		AIRE	to	Ultimate				
115		Charges	Ultimate	Charges				
116		at 3/96						
117	1995	_____	_____	_____				
118	1994	_____	_____	_____				
119	1993	_____	_____	_____				
120								
121								
122								
123								
124	<b>EXHIBIT SEVEN—PART FIVE</b>							
125	<b>NET AIRE</b>							
126								
127		Col (1)	Col (2)	Col (3)				
128		Ultimate	Ultimate	Net				
129		AIRE	AIRE	AIRE				
130		Comp'n	Charges	Col (1)-				
131		at 3/96	at 3/96	Col (2)				
132								
133	1995	_____	_____	_____				

134            1994            \_\_\_\_\_  
 135            1993            \_\_\_\_\_

J	A	B	C	D	E	F	G	H	I
1	GROUP NAME: _____		CHECK ONE:	BI/UM _____				EXHIBIT EIGHT	
2	GROUP NAIC NO: _____			PD _____					
3	COMPANY NAME: _____			PIP _____					
4	COMPANY NAIC NO: _____			PHYS. DAMAGE _____					
5	YEAR FILED: _____	1996		TOTAL _____					Three Year Total
6									
7					1993	1994	1995		
8									
9	Item 1:	Direct Calendar Year Written Premium			_____	_____	_____	_____	_____
10	Item 2:	Direct Calendar Year Earned Premium			_____	_____	_____	_____	_____
11	Item 3:	Net AIRE			_____	_____	_____	_____	_____
12	Item 4:	Apportioned share of the MTF Operating Loss Paid			_____	_____	_____	_____	_____
13	Item 5A:	Direct Calendar/Accident Year Losses and ALAE Incurred, Developed to Ultimate			_____	_____	_____	_____	_____
14									
15	Item 5B:	ULAE Ratio			_____	_____	_____	_____	_____
16	Item 5C:	Item 5A x Item 5B			_____	_____	_____	_____	_____
17	Item 6:	Item 5C as a Ratio to Item 2			_____	_____	_____	_____	_____
18	Item 7:	Direct Commission and Brokerage Fees			_____	_____	_____	_____	_____
19	Item 8:	Direct Other Acquisition			_____	_____	_____	_____	_____
20	Item 9:	Direct General Expense			_____	_____	_____	_____	_____
21	Item 10:	Direct Taxes, Licenses and Fees			_____	_____	_____	_____	_____
22	Item 11A:	LAD Fees			_____	_____	_____	_____	_____
23	Item 11B:	Percentage Reflected in Excess Profits Report			_____	_____	_____	_____	_____
24	Item 11C:	Item 11A x Item 11B			_____	_____	_____	_____	_____
25	Item 12:	Direct Policyholder Dividends other than Excess Profits (Credit or Refund)			_____	_____	_____	_____	_____
26									
27	Item 13:	Credit or Refund of Excess Profits			_____	_____	_____	_____	_____
28	Item 14:	Subtotal Item 12 + Item 13			_____	_____	_____	_____	_____
29	Item 15:	Item 14 as a Ratio to Item 2			_____	_____	_____	_____	_____
30	Item 16:	Underwriting Income			_____	_____	_____	_____	_____
31	Item 17:	Allowance for Profit & Contingencies			_____	_____	_____	_____	_____

3-110.21

Supp. 7-15-96

32	Item 18:	Actuarial Gain	_____	_____	_____	_____
33	Item 19:	Total Development Adjustment	_____	_____	_____	_____
34	Item 20:	Total Actuarial Gain	_____	_____	_____	_____
35	Item 21:	Excess Investment Income	_____	_____	_____	_____
36	Item 22:	Item 2 times .025	_____	_____	_____	_____
37	Item 23:	Excess Profit	_____	_____	_____	_____
38	Item 24:	Non-excessive Subsidization	_____	_____	_____	_____
39	Item 25A:	NCIC Pool Participation	_____	_____	_____	_____
40	Item 25B:	NCIC Pool Loss	_____	_____	_____	_____
41	Item 25C:	Item 25A x Item 25B	_____	_____	_____	_____
42	Item 26:	Excessive Subsidization	_____	_____	_____	_____

K	A	B	C	D	E	F	G	H
1	GROUP NAME: _____		CHECK ONE:	BI/UM _____		EXHIBIT NINE		
2	GROUP NAIC NO: _____			PD _____				
3	COMPANY NAME: _____			PIP _____				
4	COMPANY NAIC NO: _____			PHYS. DAMAGE _____				
5	YEAR FILED:	1996						
6								
7								
8					1993	1994	1995	
9								
10	Item 1	Expected Loss & LAE Ratio			_____	_____	_____	
11		Attach relevant portion						
12		of latest approved filing						
13								
14	Item 2	Profit & Contingency Provision			_____	_____	_____	
15		Attach relevant portion						
16		of latest approved filing						
17								
18	Item 3	Clifford After-Tax Provision			_____	_____	_____	
19								
20	Item 4	Tax Rate			_____	_____	_____	
21								
22	Item 5	Clifford Pre-Tax Provision			_____	_____	_____	
23								
24	Item 6	Pre-Tax Investment Income Offset			_____	_____	_____	
25		Item 5-Item 2			_____	_____	_____	

L	A	B	C	D	E	F	G	H	I
1	GROUP NAME: _____								EXHIBIT TEN
2	GROUP NAIC NO: _____								
3	COMPANY NAME: _____								
4	COMPANY NAIC NO: _____								
5	YEAR FILED:				1996				
6									

**HOLDING COMPANY SYSTEM  
INDIVIDUAL COMPANY CERTIFICATION AND PROFITS REPORT\***

The above named private passenger automobile insurer hereby certifies as follows:

1. It is a member of \_\_\_\_\_ holding company system;
2. It has examined that Excess Profits Report and Financial Disclosure information filed by its holding company; and that
3. Said report contains the profit information for the individual insurer as required by N.J.S.A. 17:29A-5.7 and N.J.A.C. 11:3-20.5.

This insurer is fully aware that it is subject to penalties for any intentional misrepresentation of fact contained in this certification.

Date	Name
	Title

\*Can only be used as part of a Holding Company System Excess Profits Report. One "Individual Company Certification and Profits Report" (Exhibit Ten) must be filed by each individual company within the Holding Company System.

Amended by R.1991 d.17, effective January 7, 1991.

See: 22 N.J.R. 2082(b), 23 N.J.R. 106(a).

Amended by R.1992 d.254, effective June 15, 1992.

See: 24 N.J.R. 529(a), 24 N.J.R. 2264(a).

Appendix deleted and replaced with new appendix.

Amended by R.1994 d.24, effective January 3, 1994.

See: 25 N.J.R. 1829(a), 26 N.J.R. 241(a).

Amended by R.1996 d.58, effective February 5, 1996.

See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

Repeal and New Rule, R.1996 d.312, effective July 15, 1996.

See: 28 N.J.R. 1616(a), 28 N.J.R. 3627(b).

## SUBCHAPTER 20A. (RESERVED)

### Subchapter Historical Note

Subchapter 20A, Standard Limited Effect of Negative Excess Investment Income in the Computation of Excess Profits, was repealed by R.1996 d.312, effective July 15, 1996. See: 28 N.J.R. 1616(a), 28 N.J.R. 3627(b).

## SUBCHAPTER 21. PERSONAL INJURY PROTECTION COVERAGE REDUCED PIP PREMIUM CHARGE FOR ADDITIONAL AUTOS IN ONE-DRIVER HOUSEHOLDS

### 11:3-21.1 Purpose

The purpose of this rule is to implement N.J.S.A. 39:6A-4.1, which provides for reduced personal injury protection premiums for additional automobiles in one-driver households.

### 11:3-21.2 Reduction of PIP premium

(a) In any instance where a named insured is the owner, the only designated operator of two or more automobiles insured by the same insurer under one or more policies, and the only licensed driver residing in the household, the full basic PIP rate shall be charged on one automobile, and a percentage discount shall be given on the PIP premium charge on each additional auto. For the three-year period commencing with the operative date of this rule, the premium reduction shall be at least 50 percent of the approved charge for the applicable territory of garaging for the additional automobile(s), exclusive of expense fees and policy constants or residual market equalization charges.

### 11:3-21.3 Automobiles eligible for premium reduction

(a) Except as provided in paragraph 1 below, the reduced premiums shall only apply to a private passenger automobile of a private passenger or station wagon type that is owned or hired by an individual or by husband and wife who are residents of the same household and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pick-up body, a delivery sedan, a van, or a panel truck or a camper type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the insured other than farming or ranching. An automobile owned by a farm family copartnership or corporation which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger automobile owned by two or more relatives resident in the same household.

1. The reduced premium shall not apply to automobiles for which the basic PIP premium charge is less than \$25.00, exclusive of expense fees and policy constants or residual market equalization charges, and which are of the following types:

- i. Automobiles 10 years or older and maintained primarily for use in exhibitions, parades and club activities, or
- ii. A self-propelled vehicle with a living area that is an integral part of the chassis or a pick-up with a permanently attached camper body.

(b) A reduced premium charge for PIP coverage as specified in (a) above shall apply to all policies which are in force, issued or renewed on or after the operative date of this rule.

1. With respect to in force policies, the insurer shall calculate the reduce premium charge in (a) above, and shall issue a refund check in this amount to the insured or apply a credit in this amount to the insured's renewal policy.

- i. In the event a policy is nonrenewed or otherwise terminated prior to renewal, the insurer shall calculate a return premium in accordance with the operative date of this rule and the effective termination date of the policy. The insurer shall issue a refund check in this amount to the insured.

### 11:3-21.4 Filing and statistical requirements

(a) Each automobile filer shall, within 60 days of the effective date of this rule, submit to the Commissioner for approval filings of rates and manual rules for implementing the reduced PIP premium charges for additional automobiles required by this rule.



APPENDIX B  
ITEM 1

UNSATISFIED CLAIM AND JUDGMENT FUND

INSTRUCTION SHEET

UCJF FILE NUMBER: \_\_\_\_\_

\_\_\_\_ Enter appearance for \_\_\_\_\_

\_\_\_\_ OBTAIN PROOF OF SERVICE ON ALL NAMED DEFENDANTS.

\_\_\_\_ Proceed with immediate discovery. Serve SPECIAL UCJF ELIGIBILITY INTERROGATORIES.

\_\_\_\_ Schedule depositions and/or  
IME if indicated.

\_\_\_\_ Obtain conformed copy of  
cancellation notice.

\_\_\_\_ Move to dismiss improper defendants:

\_\_\_\_ Commissioner of Insurance  
\_\_\_\_ Director of Motor Vehicles  
\_\_\_\_ UCJF

\_\_\_\_ PIP not payable: \_\_\_\_\_ LATE NOTICE  
\_\_\_\_ OUT OF STATE VEHICLE  
\_\_\_\_ COMMERCIAL VEHICLE  
\_\_\_\_ OTHER

\_\_\_\_ Claimant ineligible, not a resident of New Jersey.

\_\_\_\_ Determine if carrier notified Taxl' Commission of cancellation of policy

\_\_\_\_ NOTICE OF INTENTION not sufficiently complete to qualify as a timely filing.

\_\_\_\_ File CIB. \_\_\_\_\_ Obtain Police Report \_\_\_\_\_ Obtain Medical Reports

\_\_\_\_ Obtain signed statement of uninsured.

\_\_\_\_ Obtain settlement agreement. \_\_\_\_\_ Contract witness(es)

\_\_\_\_ Contact claimant's employer for possible health insurance coverage and Temporary Disability Ben-  
efits.

\_\_\_\_ Rule out vehicle ownership in household.

\_\_\_\_ Obtain the names, dates of birth and driver's license numbers of all household residents.

\_\_\_\_ Other: \_\_\_\_\_

APPENDIX B  
ITEM 2

THIS FORM IS A FORMAT AND NOT TO BE USED  
IN SUBMITTING REPORTS TO THE FUND

60 DAY REPORT

UCJ # \_\_\_\_\_ DATE \_\_\_\_\_

CLAIMANT: \_\_\_\_\_ SS# \_\_\_\_\_ AGE \_\_\_\_\_

CLAIMANT'S ATTORNEY: \_\_\_\_\_

ELIGIBILITY OF CLAIMANT: \_\_\_\_\_

UNINSURED: \_\_\_\_\_

ASSIGNED ATTORNEY: \_\_\_\_\_

ASSIGNED ATTORNEY'S ACTIVITY:

DATE OF ACCIDENT: \_\_\_\_\_ PLACE OF ACCIDENT: \_\_\_\_\_

ACCIDENT DESCRIPTION: \_\_\_\_\_

LIABILITY: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

POLICE INVOLVEMENT: \_\_\_\_\_

INJURIES: \_\_\_\_\_

EXPENSES: \_\_\_\_\_

ADJUSTER'S RECOMMENDATION: \_\_\_\_\_

WORK TO BE DONE: \_\_\_\_\_

COMPANY/CARRIER \_\_\_\_\_

ADJUSTER  
CLAIM #  
PHONE #

**APPENDIX B  
ITEM 3**

**THIS FORM IS A FORMAT AND NOT TO BE USED  
IN SUBMITTING REPORTS TO THE FUND**

**6 MONTH SUMMARY REPORT**

UCJ # \_\_\_\_\_ DATE \_\_\_\_\_

SS# \_\_\_\_\_ AGE \_\_\_\_\_

CLAIMANT(S):

CLAIMANT(S) ATTORNEY:

UNINSURED:

ATTORNEY ASSIGNED:

COMPANY ASSIGNED: \_\_\_\_\_ CLAIM # \_\_\_\_\_  
D/A: \_\_\_\_\_ TIME: \_\_\_\_\_ PLACE OF ACCIDENT: \_\_\_\_\_

SUIT: \_\_\_\_\_ COURT: \_\_\_\_\_ COUNTY: \_\_\_\_\_

ELIGIBILITY OF CLAIMANT(S):

DESCRIPTION OF ACCIDENT:

LIABILITY:

WITNESSES DESCRIPTION:

POLICE DESCRIPTION:

DESCRIPTION OF INJURIES:

UP TO DATE LIST OF MEDICAL EXPENSES:

CARRIER'S RECOMMENDATION:

ASSIGNED ATTORNEY'S RECOMMENDATION:

WORK TO BE DONE:

ADJUSTER \_\_\_\_\_

PHONE # \_\_\_\_\_

New Rule, R.1994 d.597, effective December 5, 1994.  
See: 26 N.J.R. 2190(a), 26 N.J.R. 4772(a).

**SUBCHAPTER 29. MEDICAL FEE SCHEDULES:  
AUTOMOBILE INSURANCE PERSONAL  
INJURY PROTECTION AND MOTOR BUS  
MEDICAL EXPENSE INSURANCE  
COVERAGE**

**11:3-29.1 Purpose and Scope**

(a) This subchapter implements the provisions of N.J.S.A. 39:6A-4.6 to establish medical fee schedules on a regional

basis for the reimbursement of health care providers providing services or equipment for medical expenses benefits for which payment is required to be made by automobile insurers under PIP coverage and by motor bus insurers under medical expense benefits coverage.

(b) This subchapter applies to all insurers who issue policies of automobile insurance containing PIP coverage and policies of motor bus insurance containing medical expense benefits coverage.

(c) These fee schedules do not apply to the following:

1. Other coverages contained in an automobile or motor bus insurance policy such as coverage for bodily injury liability;
2. Any other kind of insurance including health insurance, even when the health insurer may be required pursuant to its health insurance contract to pay benefits to, or on behalf of, a person who sustained bodily injury as a result of an accident while occupying, entering into, alighting from or using an automobile or motor bus, or as a pedestrian, caused by an automobile or motor bus or an object propelled by or from an automobile or motor bus; and
3. Medical services or equipment provided outside of the geographic boundaries of New Jersey except as set forth in N.J.A.C. 11:3-29.4(d)2.

Amended by R.1993 d.25, effective January 4, 1993.  
See: 24 N.J.R. 3605(a), 25 N.J.R. 140(a).  
Added motor bus insurers under medical expense benefits coverage.

**11:3-29.2 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

“Basic Life Support” (“BLS”) means volunteer ambulance services, whose personnel are not required to be Emergency Medical Technicians, and municipal and proprietary ambulance services whose personnel are required to be Emergency Medical Technicians.

“CPT-4” means Physicians Current Procedural Terminology, 4th Edition, coding system and the description of medical service provided.

“Eligible charge” means the provider’s usual, customary and reasonable charge or the upper limit on the fee schedule, whichever is lower.

“Global charge” means the sum of the technical and professional components.

“HCPCS” means the Federal Health Care Financing Administration’s (HCFA’s) Common Procedure Code System.

"Health insurance" means a contract or agreement whereby an insurer is obligated to pay or allow a benefit of pecuniary value with respect to the bodily injury, disablement, sickness, death by accident or accidental means of a human being, or because of any expense relating thereto, or because of any expense incurred in prevention of sickness, and includes every risk pertaining to any of the enumerated risks. As used in this subchapter, health insurance includes workers' compensation coverage but does not include any PIP coverage.

"Health insurer" includes any insurer issuing a policy of health insurance as defined in this subchapter.

"Motor bus" means motor bus as defined in N.J.S.A. 17:28-1.5.

"Motor bus insurer" includes any insurer issuing a policy of insurance on a motor bus the owner, registered owner, or operator of which is required to maintain medical expense benefits coverage pursuant to N.J.S.A. 17:28-1.6.

"PIP coverage" means personal injury protection coverage described in N.J.S.A. 39:6A-4a and N.J.S.A. 39:6A-10 as amended.

"PIP insurer" includes any insurer issuing a policy of automobile insurance on any vehicle that contains PIP coverage.

"Provider" includes all persons who furnish services or equipment for medical expense benefits for which payment is required to be made under PIP coverage in automobile insurance policies or medical expense benefits coverage pursuant to N.J.S.A. 17:28-1.6 including, but not limited to, medical doctors, osteopathic physicians, medical laboratories, chiropractors, physical therapists, dentists, nurses, home health aides, home health agencies, live-in attendants, speech therapists, occupational therapists, ambulance service providers, medical equipment suppliers, acute care hospitals, trauma centers, rehabilitation facilities, other specialized hospitals, residential alcohol treatment facilities and nursing homes.

Amended by R.1992 d.170, effective April 6, 1992.  
See: 23 N.J.R. 3203(a), 24 N.J.R. 1347(a).

Definition for eligible charge added.

Amended by R.1993 d.25, effective January 4, 1993.  
See: 24 N.J.R. 3605(a), 25 N.J.R. 140(a).

Definitions for motor bus, motor bus insurer added.

Amended by R.1993 d.395, effective August 2, 1993.  
See: 25 N.J.R. 229(b), 25 N.J.R. 3466(b).

Amended by R.1994 d.564, effective November 21, 1994 (operative January 1, 1995).

See: 25 N.J.R. 4706(a), 26 N.J.R. 4616(b).

### 11:3-29.3 Regions

(a) Region I, as used in this subchapter, consists of the following counties in New Jersey: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem.

(b) Region II, as used in this subchapter, consists of the following counties in New Jersey: Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset, Sussex and Warren.

(c) Region III, as used in this subchapter, consists of the following counties in New Jersey: Bergen, Essex, Hudson, Morris, Passaic and Union.

### 11:3-29.4 Application of Medical Fee Schedules

(a) Every policy of automobile insurance and motor bus insurance issued in this State shall provide that the automobile insurer's limit of liability for medically necessary expenses payable under PIP coverage, and the motor bus insurer's limit of liability for medically necessary expenses payable under medical expense benefits coverage, is the fee set forth in this subchapter. Nothing in this subchapter shall, however, compel the PIP insurer or a motor bus insurer to pay more for any service or equipment than the provider's usual, customary and reasonable fee, even if such fee is well below the automobile insurer's or motor bus insurer's limit of liability as set forth in the fee schedules. N.J.A.C. 11:3-29.6 shall not apply to inpatient services provided by acute care hospitals, trauma centers, rehabilitation facilities, other specialized hospitals, residential alcohol treatment facilities and nursing homes, reimbursement of which shall be limited to the provider's usual, customary and reasonable fees. Insurers will not be required to pay for services or equipment which are not medically necessary.

(b) The region used to determine the proper fee set forth in the schedules shall be determined by the region in which the services were rendered or the equipment was provided or, in the case of elective services or equipment provided to New Jersey residents outside the State, by the region in which the insured resides.

(c) The fees set forth in the schedule for durable medical equipment are retail prices which may include purchase prices for both new and used equipment, and/or monthly rentals.

1. The insurer's limit of liability for monthly rental of durable medical equipment described in the schedule is 10 percent of the amount of the purchase price.

2. The insurer's total limit of liability for the rental of a single item of durable medical equipment set forth in the schedule is 15 times the monthly rental fee.

(d) The insurer's limit of liability for any medical expense benefit for service or equipment provided outside the State of New Jersey shall be as follows:

1. When the service or equipment is provided by reason of emergency or medical necessity, the reasonable and necessary costs shall not exceed fees that are usual, customary and reasonable for that provider in the geographic location where the service or equipment is provided.

2. When the service or equipment is provided by reason of the election by the insured to receive treatment outside the State of New Jersey, the reasonable and necessary costs shall not exceed fees set forth in the fee schedules for the geographic region in which the insured resides.

(e) The insurer's limit of liability for any medical expense benefit for any service or equipment not set forth in the fee schedules shall be a reasonable amount considering the fee schedule for similar services or equipment in the region where the service or equipment was provided or, in the case of elective services or equipment provided outside the State, the region in which the insured resides. Where the fee schedule does not contain a reference to similar services or equipment as set forth in the preceding sentence, the insurer's limit of liability for any medical expense benefit for any service or equipment not set forth in the fee schedules shall not exceed the usual, customary and reasonable fee.

(f) The following shall apply to multiple treatment procedures:

1. When multiple procedures are performed on the same patient by the same provider at the same time or during the same visit, it is virtually never appropriate for the fee to be the sum of the fees for each procedure. The principle procedure at a single session shall be paid at 100 percent of the eligible charge, the second procedure at no more than 50 percent of the upper limit on the fee schedule for that particular procedure, and if performed, any additional procedures at no more than 25 percent of the upper limits on the fee schedule for those particular procedures. If the total amount resulting from application of the multiple procedures reduction formula is in excess of the total amount of the billing, the billing may be submitted and paid without change assuming it is not in excess of usual, customary and reasonable charges for the services provided. If the total amount is less than the total amount of the billing, then the total amount of the billing must be reduced accordingly. When appropriate, providers may apply this multiple procedures reduction formula in the process of preparing their billings, clearly indicating that this has been done.

2. If two or more providers in different specialties perform procedures or if one provider performs multiple procedures on different body parts or regions, each individual provider, or each individual body region or body part procedure may be reimbursed separately. For purposes of such billing, the body shall be divided into: head (including skull and brain); face; neck; chest; abdomen; back; and pelvic regions. In addition, the extremities shall be subdivided into right and left: upper arm, elbow, forearm, wrist and hand; and thigh, knee, lower leg, ankle and foot. This reference to specific body parts or regions is included as a guideline to be used in billings for operative and surgical procedures. It is not intended to apply to nor should it be used in connection with billings

submitted for nonsurgical or physiotherapy type services provided during the same visit except as a means of describing the treatment rendered.

3. Nothing in this subchapter shall be construed to prevent PIP insurers or motor bus insurers from paying only reasonable and appropriate fees when multiple procedures are performed at the same time or multiple services provided during the same visit.

(g) Artificially separating or partitioning what is inherently one total procedure into subparts which are integral to the whole for the purpose of increasing medical fees is prohibited. Such practice is commonly referred to as "unbundling" or "fragmented" billing. For surgery and many other procedures, it is established practice to include follow-up care and visits as part of the basic procedure charge. Such charges shall not be subject to additional billings. The existence of a CPT-4 code, per se, does not imply the right to receive separate compensation for the procedure/sub-procedure so described. If a procedure is judged to be part of the major or principal procedure, only the charges for the principal procedure are eligible.

(h) The insurer's limit of liability for medically necessary assisting surgeon expenses shall be 20 percent of the primary physician's allowable fee determined pursuant to the fee schedule and rules.

(i) The insurer's limit of liability for the professional component of allowable global charges for radiology services shall be 40 percent of the global charge.

Amended by R.1992 d.170, effective April 6, 1992.

See: 23 N.J.R. 3203(a), 24 N.J.R. 1347(a).

Billing for multiple procedures clarified in (f).

Amended by R.1993 d.25, effective January 4, 1993.

See: 24 N.J.R. 3605(a), 25 N.J.R. 140(a).

Motor bus insurers added.

Amended by R.1993 d.395, effective August 2, 1993.

See: 25 N.J.R. 229(b), 25 N.J.R. 3466(b).

Amended by R.1994 d.564, effective November 21, 1994 (operative January 1, 1995).

See: 25 N.J.R. 4706(a), 26 N.J.R. 4616(b).

Administrative Correction to (a).

See: 26 N.J.R. 5041(a).

#### Case Notes

Examination fees were not reasonable despite being consistent with prevailing rates. *Thermographic Diagnostics, Inc. v. Allstate Ins. Co.*, 125 N.J. 491, 593 A.2d 768 (1991).

Agency-promulgated schedule of fees was pertinent to reasonableness of fees charged. *Thermographic Diagnostics, Inc. v. Allstate Ins. Co.*, 125 N.J. 491, 593 A.2d 768 (1991).

#### 11:3-29.5 Balance billing prohibited

No health care provider may demand or request any payment from any person in excess of those permitted by the medical fee schedules, nor shall any person be liable to any health care provider for any amount of money which results from the charging of fees in excess of those permitted by the medical fee schedules.

11:3-29.6 Medical Fee Schedules

(a) The following is the Medical Fee Schedule for physicians' services:

STATE OF NEW JERSEY  
PERSONAL AUTO INJURY FEE SCHEDULE—PHYSICIANS' SERVICES

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
10060	I&D ABSCESS, SIMPLE OR SINGLE	\$91	\$86	\$81
10061	I&D ABSCESS, COMPLICATED OR MULTIPLE	275	269	269
10120	INCIS & REMOVAL OF FOREIGN BODY, SIMPLE	99	91	86
10121	INCIS & REMOVAL, MULTIPLE OR COMPLICATED	301	301	301
10140	I&D OF HEMATOMA, SIMPLE	80	75	84
10141	I&D OF HEMATOMA, COMPLICATED	583	583	583
10160	PUNCTURE ASPIRATION OF ABSCESS	92	102	112
11000	DEBRIDEMENT OF SKIN; UP TO 10%	37	37	37
11040	DEBRIDEMENT; SKIN, PARTIAL THICKNESS	52	43	48
11041	DEBRIDEMENT; SKIN, FULL THICKNESS	93	107	113
11042	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISS	188	162	140
11043	DEBRIDEMENT; SKIN, SUB-Q TISS, MUSCLE	454	454	486
11044	DEBRIDEMENT; SKIN, SUB-Q, MUSCLE, BONE	648	648	648
11730	NAIL AVULSION, SIMP, PARTIAL OR COM	61	61	50
11750	EX NAIL/MATRIX, PART/COMP, PERMANENT	346	372	377
11765	WEDGE EXC OF SKIN NAIL FOLD	146	146	146
12001	SIMPLE REPAIR, SCALP ETC; TO 2.5 CM	107	124	120
12002	SIMPLE REPAIR, SCALP ETC; 2.6-7.5 C	162	162	162
12004	SIMPLE REPAIR, SCALP ETC; 7.6-12.5 C	233	233	233
12011	SIMP REPAIR, FACE ETC; TO 2.5 CM	131	152	147
12013	SIMP REPAIR, FACE ETC; 2.6-5.0 CM	190	190	189
12031	INTER REPAIR, SCALP ETC; TO 2.5 CM	207	207	207
12032	INTER REPAIR, SCALP ETC; 2.6-7.5 C	277	277	277
12041	INTER REPAIR, NECK, ETC; TO 2.5 CM	218	218	218
12042	INTER REPAIR, NECK ETC; 2.6-7.5 CM	286	286	286
12051	INTER REPAIR, FACE ETC; TO 2.5 CM	438	394	482
12052	INTER REPAIR, FACE ETC; 2.6-5.0 CM	540	540	594
13101	COMPLEX REPAIR, TRUNK; 2.6-7.5 CM	491	491	491
13120	COMPX REPAIR, SCALP ETC; 1.1-2.5 CM	405	405	405
13121	COMPX REPAIR, SCALP ETC; 2.6-7.5 CM	637	637	637
13131	COMPX REPAIR, CHEEKS ETC; 1.1-2.5 CM	547	547	567
13132	COMPX REPAIR, CHEEKS ETC; 2.6-7.5 CM	846	846	809
13150	COMPX REPAIR, NOSE ETC; TO 1.0 CM	438	438	438
13151	COMPX REPAIR, NOSE ETC; 1.1-2.5 CM	639	639	648
13152	COMPX REPAIR, NOSE ETC; 2.6-7.5 CM	1040	1040	1040
13300	COMPLICATED REP; OVR 7.5 CM ANY AREA	1431	1431	1431

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
14000	ADJ TISS TRANSFER, TRUNK; TO 10 SQ CM	513	513	542
14001	ADJACENT TIS TRANS OR REARR, TRUNK	920	920	951
14020	ADJ TISS TRANS, SCALP ETC; TO 10 SQ CM	1096	1096	1096
14040	ADJ TISS TRANS, CHIN ETC; TO 10 SQ CM	1225	1225	1269
14060	ADJ TISS TRANS, NOSE ETC; TO 10 SQ CM	1589	1589	1589
15100	SPLIT GRAFT, TRUNK ETC; TO 100 SQ CM	1261	1261	1261
16000	INITIAL TREATMENT, FIRST DEGREE BURN	75	75	75
16020	DRESS/DEBRIDE SM BURN; NO ANESTHESIA	87	87	93
16025	DRESS/DEBRIDE MED BURN; NO ANES	124	124	124
17250	CHEMICAL CAUT OF GRANULATION TISS	57	57	54
19000	PUNCTURE ASPIRATION CYST PAST	107	118	113
20220	BIOPSY, BONE, TROCAR OR NEEDLE; SUPER	317	317	313
20550	INJ, TEND SHEATH, LIGAMENT, TRIGGER P	96	96	91
20600	ARTHROCENTESIS, ASP &/OR INJ; SM JNT	81	86	86
20605	ARTHROCCEN, ASP &/OR INJ; INTER JOINT	86	92	96
20610	ARTHROCCEN, ASP &/OR INJ; MAJOR JOINT	102	113	113
20670	REMOVAL OF IMPLANT; SUPERFICIAL	187	187	187
20680	REMOVAL OF IMPLANT; DEEP	806	809	864
21320	MANIP TREATMNT, NOSE FX; STABILIZATION	719	719	719
21455	CLOSE MANIP TREAT, FIXATN, MANDIB FX	2398	2398	2398
21800	RIB, FRACTURE(S), CLOSED (SIMPLE)	86	86	86
23350	INJECTION PROC, SHOULDER ARTHROGRAPH	132	132	132
23420	REPAIR SHOULDER CUFF AVULSION, CHRON	3294	3294	3294
23500	TREAT CLOSED CLAVICLE FX; NO MANIPUL	237	237	237
23505	TREAT CLOSED CLAVICLE FX; W/MANIPUL	468	468	468
23600	TREATMENT CLOSED HUMERAL FX; NO MANIP	430	430	430
23605	TREATMENT CLOSED HUMERAL FX; W/MANIP	617	617	617
23650	TREAT CLOSED SHOULDER DISLOC, W/MANIP	354	354	339
23655	TREATMENT OF CLOSED SHOULDER DISLOC	450	450	450
24640	RADIAL HEAD SUBLUXATION, CHILD, MANI	194	194	194
24650	CLOSED RADIAL HEAD/NECK FX; NO MANIP	505	505	505
25111	EXCISION GANGLION, WRIST; PRIMARY	1000	1000	1101
25500	CLOSED RADIAL SHAFT FX; NO MANIP	452	452	452
25505	CLOSED RADIAL SHAFT FX; W/MANIP	559	559	559
25560	CLSD RADIAL & ULNAR SHAFT FX; NO MANIP	728	728	728
25565	CLSD RADIAL & ULNAR SHAFT FX; W/MANIP	843	843	843
25600	C/S DIS RAD FX/EPIPHYS SEP; NO MANIP	498	486	513
25605	C/S DIS RAD FX/EPIPHYS SEP; W/MANIP	657	594	702
25610	CLSD COMPLEX, DIST RAD FX/EPIPHY SEP	719	719	719

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
25635	TREATMENT CLOSED CARPAL BONE FX W M	481	481	481	29065	CAST SHOULDER TO HAND (LONG ARM)	216	226	216
26600	TX CLOSED METACARP FX, SNG; W/O MANIP	323	323	346	29075	CAST ELBOW TO FINGER (SHORT ARM)	188	216	205
26605	TX CLOSED METACARP FX, SNG; W/MANIP	428	428	432	29085	CAST HAND & LOWER FOREARM-GAUNTLET	185	185	185
26720	TX CLOS PHALAN SHAFT FX; W/O MANIP	224	224	210	29105	SPLINT LONG ARM (SHOULDER TO HAND)	137	137	137
26725	TX CLOS PHALANG SHAFT FX, W/MANIP	344	344	344	29125	SPLINT SHORT ARM (FOREARM-HAND(STAT))	114	135	135
26750	TX CLOS DIST PHALANG FX; W/O MANIP	156	156	156	29130	SPLINT FINGER; STATIC	91	91	91
26755	TX CLOS DIST PHALANG FX; W/MANIP	194	194	194	29240	STRAPPING; SHOULDER	89	89	89
26770	TX CLOS INTERPHAL JNT DIS; W/O ANESTH	154	154	154	29260	STRAPPING; ELBOW OR WRIST	69	69	70
27125	PARTIAL HIP REPLACEMENT, PROSTHESIS	4429	4429	4429	29280	STRAPPING; HAND OR FINGER	58	58	62
27130	ARTHROPLAS; TOT HIP REPLAC W/WO GRF	4932	4618	5185	29345	CAST LONG LEG (THIGH TO TOES)	279	279	279
27236	OPEN TX CLOSE/OPEN FEM FX, INT FIX	3422	3422	3422	29365	CAST CYLINDER (THIGH TO ANKLE)	208	208	208
27244	OPEN TX CHANTERIC FEM FX; W INT FIX	2971	2971	2971	29405	CAST SHORT LEG (BELOW KNEE TO TOES)	243	269	243
27370	INJECT PROCEDURE KNEE ARTHROGRAPHY	139	139	165	29425	CAST SHORT LEG; WALKING/AMBULATORY	280	291	296
27447	ARTHRO, KNEE, TOT, CNDYL&PLAT; MED & LAT	5022	5022	5402	29505	SPLINT LONG LEG (THIGH-ANKLE/TOES)	67	67	67
27506	OPEN TX CLOS/OPEN FEM SHAFT FX	3955	3955	3955	29515	SPLINT SHORT LEG (CALF TO FOOT)	128	124	135
27520	PATELLA, FRACTURE, CLOSED (SIMPLE), WITH-OUT RED	444	444	444	29530	STRAPPING; KNEE	93	93	91
27750	TX CLOSED TIBIAL SHAFT FX; W/O MAN	648	648	648	29540	STRAPPING; ANKLE	75	75	75
27752	TIBIA, SHAFT FRACTURE, CLOSED (SIMPLE)	817	817	817	29550	STRAPPING; TOES	59	59	65
27760	TX CLOSED DISTAL TIBIAL FX; W/O MAN	451	451	451	29580	STRAPPING; UNNA BOOT	90	107	102
27762	TX CLOS DIST TIBIAL FX; W/MANIP	544	544	544	29700	CAST REM/BIV; GAUNTLET/BOOT/BODY	90	90	90
27786	TX CLOSED DISTAL FIBULAR FX; W/O MAN	521	521	518	29705	CAST REM/BIV; FULL ARM/FULL LEG	83	83	86
27788	TX CLOSED DISTAL FIBULAR FX; W/MAN	602	602	602	29870	ARTHROSCPY, KNEE, DIAG, W/WO SYNOV BX	1785	1785	1785
27802	TX CLOS TIB & FIB FX, SHAFT; W/MANIP	1046	1046	1046	29874	ARTHROSCPY, KNEE, SURG; REMOVE F-BODY	2452	2452	2452
27808	TX CLOS BIMALLEOLAR ANKL FX, W/O MAN	648	648	648	29875	ARTHROSCPY, KNEE, SURG; SYNOVECTMY, LTD	2594	2594	2594
27810	TX CLOS BIMALLEOLAR ANKLE FX, W/MAN	803	803	803	29876	ARTHROSCPY, KNEE, SURG; SYNOVECT, COMP	2798	2798	2798
27814	OPEN TX CLOS/OPEN BIMALL ANKLE FX	2522	2522	2522	29877	ARTHROSCPY, KNEE, SURG; CHONDROPLASTY	2640	2640	2640
27818	TX CLOS TRIMALL ANKLE FX; W/MANIP	1107	1107	1107	29880	ARTHRO, KNEE SRG, W/ MENISECTOMY	2998	2998	2998
27822	OPEN TX CL/OP TRIMALL ANKLE FX; ONLY	3155	3155	3155	29881	ARTHROSCOPY, W/ MENISCTMY MED OR LAT	2627	2700	3106
28090	EXC LES TEN, SHEATH, CAP W/SYNOV; FOOT	844	844	844	29882	ARTHROSCOP, W/MENSCUS REP MED OR LAT	3189	3189	3189
28124	PART EX, PHALANXO FASCIAL REL	687	687	687	29888	ARTHRO, AID ANT CRUC LGMNT, RP/AG/RC	4567	4567	4567
28126	CONDYLECTOMY, PHALANX BASE SNG EA	648	648	648	30200	INJECTION TURBINATE(S), THERAPEUTIC	76	76	75
28153	RESECTION, HEAD OF PHALANX	648	648	648	30300	REMOVAL FOR BODY, INTRANSAL; OFFICE	96	96	96
28160	HEMIPHALANGECTOMY/JOINT EX, SNG, EACH	917	917	917	30420	RHINOPLASTY; INCL MAJOR SEPTAL REP	4041	4041	4213
28455	TRTM. OF CLOSED TARSAL BONE FRACTURE	347	347	366	30520	SEPTOPLASTY W/WO CARTILAGE IMPLANT	2479	2479	2700
28470	METATARSAL FX CLSD; W/O MANIP, EA W M	384	384	384	30901	CONTROL NASAL HEMORRHAGE, ANT SMP; U	104	107	102
28475	METATARSAL FX CLSD; W/MANIP, EA	390	390	390	30903	CONTROL NASAL HEMORRHAGE, ANT, COMP; U	159	143	162
28490	PHALANGES FX, CLSD; W/O MANIPULATION	148	148	148	30905	CONTROL NASAL HEMORRHAGE POST; INIT	405	405	405
28510	PHAL NT GT TOE FX CLSD W/O MANIP, EA	132	132	132	31000	LAVAGE CANNULATION; MAXIL SINUS, UNI	113	113	124
28515	PHAL NT GT TOE FX CLSD W/MANIP EA	219	219	219	31201	ETHMOIDECTOMY; INTRANASAL, TOTAL	2714	2714	2714

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
31250	NASAL ENDOSCOPY, DIAGNOSTIC	226	226	226	43246	ESOPHAGOGASTRO-DUODENOSCOPY, FOR TUBE	1093	1093	1093
31500	INTUBATION, ENDOTRACHEAL EMERGENCY	275	275	269	43247	ESOPHAGOGASTRO-DUODENOSCOPY; W/ REM FB	988	988	988
31505	LARYNGOSCOPY INDIRECT; DIAGNOSTIC	121	121	129	43255	ESOPHAGOGASTRO-DUOD; FOR HEMORRHAGE	1053	1053	1053
31515	LARYNGOSCOPY, DIRECT; FOR ASPIRATION	346	346	346	43260	ERCP W/WO BX +/SPEC COLLECTION	1000	939	1026
31525	LARYNGOSCOPY, DIR; DIAG, EXCEPT NEWBORN	421	421	421	43450	ESOPHAG, INDIRECT DILATE SOUND, INIT	152	152	152
31575	LARYNGOSCOPY, FLEX FIBERSCOPIC; DIAG	351	377	351	43451	ESOPHAG, INDIRECT DILATE SOUND, SUBS	162	162	162
31600	TRACHEOSTOMY, PLANNED	1075	1075	1075	43830	GASTROSTOMY, TEMPORARY (SEP.PROC.)	1594	1594	1594
31622	BRONCHOSCOPY, DIAG; W/WO CELL WASHNG	737	702	778	44005	ENTEROLYSIS	2485	2485	2485
31645	BRONCHOSCOPY; W/ ASP TRACH TREE INIT	756	756	756	44120	ENTERECTOMY, RES SM INTES; W/ANASTOMO	2994	2994	2994
32000	THORACENTESIS, INITIAL/SUBSEQUENT	305	249	291	44140	COLECTOMY, PARTIAL; W/ANASTOMOSIS	3102	3102	3284
32020	TUBE THORACOSTOMY W/WO WATER SEAL	806	853	804	44143	COLECTOMY, PART; END COLOST/CLS DIST	3461	3461	3461
32405	BX LUNG/MEDASTINUM; PERCUTAN NDLE	408	408	408	44145	COLECTOMY, PARTIAL; W/COLOPROCTOSTOMY	3501	3501	3501
32480	LOBECTOMY, TOTAL OR SEGMENTAL	5660	5660	5660	44160	COLECTMY W/REM TERM ILEUM & ILEO-COL	3354	3354	3354
33210	INS TEMP CARD ELECT/PACEMAKER CATH	831	831	831	45300	PROCTOSIGMOIDOSCOPY; DIAGNOSTIC (SEP)	129	129	124
33212	INSERT/REPLC PULSE GENERATOR/AICD	1262	1262	1262	45330	SIGMOIDOSCOPY, FLEX FIBEROPTIC; DIAGN	269	254	259
35301	THROMBOENDARDEC-TOMY; CAROTID, ETC; NCK	4215	4215	4215	45355	COLONOSCOPY W/SIGMOID, TRANSAB/COLOT	354	377	335
35656	BYPASS GFT; FEMORAL-POPLITEAL	3937	3937	3937	45378	COLONOSCOPY, FIBER BEYOND SPLEN FLEX	809	702	783
36000	INTRO NEEDLE/INTRACATHETER, VEIN; UN	118	103	124	46040	I & D ISCHIORECTAL/PERIRECTAL ABSCESS	466	466	466
36010	INTRO CATH; SUP/INF VENA CAVA, RT HRT	470	470	446	46050	I & D PERIANAL ABSCESS, SUPERFICIAL	155	155	155
36200	CATHETER; AORTANA CAVA, RT HRT	462	462	464	46600	ANOSCOPY, DIAGNOSTIC (SEPARATE PROC)	93	114	93
36400	VENIPUNCTURE, < 3 YR; FEM JUGULAR/SAGI	50	50	50	46604	ANOSCOPY, DX W/DILATE, DIRECT, INSTRUM	124	124	124
36410	VENIPUNCTURE, > 3 YR, DIAG/THER, COMPL	41	41	43	46700	ANOPLASTY FOR STRICTURE, ADULT	1296	1296	1296
36415	ROUTINE VENIPUNCTURE 4 SPECMEN COLL	10	10	10	47000	BIOPSY LIVER, NEEDLE, PERCUTANEOUS	396	396	396
36425	VENIPUNCTURE, CUT-DOWN; AGE 1 OR OVER	59	59	59	47600	CHOLECYSTECTOMY	1991	1991	2433
36430	TRANSFUSION, BLOOD/COMPONENTS; INDIR	153	153	162	47605	CHOLECYSTECTOMY W/CHOLANGIOGRAPHY	2183	2106	2296
36488	PLACE CENT VEN CATH; PERCUT; AGE 2 & <	156	156	156	47610	CHOLECYSTECTOMY W/EXPL COMMON DUCT	2686	2686	2686
36489	PLACE CENT VENOUS CAT; PERCUT, > 2	324	273	316	49000	EXPLOR LAPAR/CELIOTOMY W/WO BX(S)	2114	2114	2204
36491	PLCMT CENT VEN CATH HYPERAL, > 2 YR	444	442	437	49080	PERITONEOCENTESIS, ABD PARACEN; INIT	202	216	247
36600	ART PUNCTURE, WITHDRAW BLD FOR DIAG	105	102	107	49421	INS INTRAPERI CANN/ CATH DRAIN, PERM	1012	1012	1012
36620	ART CATH/CANNULAT FOR SAMP; PERCUTAN	216	216	216	50230	NEPHRECTOMY, RAD, W/RGNL LYMPHADEC	3916	3916	3916
36800	INS CANNULA HEMODIALYSIS; VEIN-VEIN	571	571	571	50392	INTRO OF INTRACATHETER RENAL PELVIS	666	666	666
36830	ARTERIOVEN FIST, NON-AUTOGENOUS GRAFT	2833	2833	2833	50394	INJECT PROC FOR PYELOGRAPHY (SEPARA)	122	122	122
36860	CANNULA DECLOTTING; WO BALLOON CATH	73	73	73	51600	INI PROC CYSTOGRAPHY/VOID URCYSTOG	80	80	80
37609	LIGATION/BIOPSY, TEMPORAL ARTERY	584	584	584	51700	BLAD IRRIG, SIMP, LAVAGE &/INSTILLA	70	65	78
37620	INTERRUPT, INFERIOR VENA CAVA BY SUT	2539	2539	2539	51725	SIMPLE CYSTOMETROGRAMIC AGNT	166	166	166
43220	ESOPHAGOSC, RIG/FIBEROPT; W/DIR DILAT	918	918	918	51736	SIMPLE UROFLOWMETRY	86	86	86
43235	ESOPHAGOGASTRO-DUODENOSCOPY; DIAGNOST	594	541	648	51741	ELECTRONIC UROFLOWMETRY	178	178	178
43245	ESOPHAGOGASTRO-DUODENOSCOPY, DILATION	883	883	883	52000	CYSTOURETHROSCOPY ETHROPX, SIMP	249	249	304
					52005	CYSTOURETHROSC, W/URETERAL CATH	543	489	594

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
52204	CYSTOURETHROSC, W/BIOPSY	512	512	512	67101	REP RET DETACH, CRYOTHERAPY/DIATHERM	1646	1646	1646
52276	CYSTOURETHROSC; DIR VIS INT URTHROT	964	964	964	67105	REP RET DETACH; PHOTCOAG, W/WO DRAIN	1635	1635	1635
52281	CYSTOURETHROSC W/DILAT URETH STR	464	432	486	67107	REP RETINAL DETACH; SCLERAL BUCKLIN	3713	3713	3713
52310	CYSTOURETHROSC; W/REM FB UR/BLAD, SIM	582	582	631	67145	PROPHY RET DETACH; PHOTOCOAGULATION	1508	1508	1508
52332	CYSTOURETHROSC; W/INS INDWELL STENT	866	866	945	67500	RETROBULBAR INJECTION; MEDICATION	126	126	126
52335	CYSTOURETHROSC; W/URETEROSC & PYELOS	934	934	934	69420	MYRING W ASPIRE &/EUST TUBE INFLA	167	167	183
52500	TRNSURETH RESECT OF BLADDER NECK	1620	1620	1620	69433	MYRNG/TYMPNOSTMY, LOC/TOP ANES, TUBE	306	306	324
53600	DILAT URET STRICT, W/SOUND, MALE, IN	77	78	81	69436	MYRING/TYMPANOSTMY, GEN ANES; W TUBE	704	704	704
53601	DILAT URET STRICT, W/SOUND, MALE SU	64	64	63	70110	X-RAY MANDIBLE, COMP, MIN 4 VIEWS	65	65	65
53620	DIL UR STRIC, FILL-IFRM/FOLL, MALE, IN	132	132	132	70150	X-RAY FACIAL BONES, COMP, MIN 3 VIEWS	69	69	69
53621	DIL UR STRIC, FILL-IFRM/FOLL, MALE, SU	124	124	124	70160	X-RAY NASAL BONES, COMP, MIN 3 VIEWS	60	60	66
53660	DIL FEM UR W/SUPPOS &/INSTILL, INIT	80	75	70	70200	X-RAY ORBITS, COMP, MIN 4 VIEWS	72	72	65
53661	DIL FEM UR W/SUPPOS &/INSTILL, SU	69	65	59	70210	X-RAY SINUSES, PARTIAL, < 3 VIEWS	82	82	86
53670	CATHETERIZATION; SIMPLE	81	81	91	70220	X-RAY SINUSES, COMP, MIN 3 VIEWS	95	89	102
53675	CATHETERIZATION; COMPLICATED	155	155	155	70250	X-RAY SKULL, < 4 VIEWS, W/WO STEREO	67	67	67
54235	INJ CORPORA CAVERNOSA W/PHARM AGNTS	105	105	104	70260	X-RAY SKULL, COMP, MIN 4 VIEWS, W/WO	81	74	70
58980	LAPAROSCOPY; SURGICAL	1747	1620	1922	70330	X-RAY TMJ, OPEN/CLOSED, BILATERAL	166	166	166
59160	CURETTAGE, POSTPARTUM	848	848	848	70336	MRI, TEMPOROMANDIBULAR JOINT	875	875	875
59515	CESAREAN DELIV INC POSTPARTUM CARE	2968	2968	3187	70355	ORTHOPANTOGRAMAR JOINT	70	70	70
59812	SPONT ABORT, TRIMEST, COMPLETE SURG	773	773	809	70360	X-RAY NECK, SOFT TISSUE	45	45	43
59820	TREAT MISS ABORT, COMP SURG, 1ST TRIM	756	809	809	70450	CAT SCAN, HEAD OR BRAIN, W/O CONTRAST	453	371	432
62270	SPINAL PUNCTURE LUMBAR; DIAGNOSTIC	216	216	216	70460	CAT SCAN, HEAD OR BRAIN W/CONTRAST	517	428	458
62278	INJ ANESTH SUB; EPIDURAL/CAUDAL, SIM	388	354	388	70470	CAT SCAN, HEAD/BRN, WO CONTR, FOL CONTR	612	535	535
62279	INJ ANESTH SUB; EPIDURAL/CAUDAL, CON	378	378	378	70480	CAT SCAN, ORBIT/SELLA/FOSSA, WO CONTR	536	536	539
62282	INJ NEUROLYTIC SUB; EPIDURAL/CAUDAL	486	486	486	70481	CAT SCAN, ORBIT/SELLA/FOSSA, W/CONTR	505	505	505
62284	INJ PROC MYELOGRAPHY, SPINAL/POST	535	535	589	70486	CAT SCAN, MAXILLOFACIAL, W/O CONTRAST	539	536	539
62289	INJ SUB OT THAN ANES/NEUROLYT; EP/C	420	420	432	70487	CAT SCAN, MAXILLOFACIAL, W/CONTRAST	357	357	357
63030	LAMINOTOMY; 1 INTRSP, LMBR, UNILAT	4650	4650	4861	70490	CAT SCAN, NECK, SOFT TISSUE, W/O CONTR	539	539	539
64440	INJ, ANESTH AGNT; PARRAVERTEBR, NRV, SN	92	92	83	70491	CAT SCAN, NECK, SOFT TISSUE, W/CONTR	501	501	481
64445	INJ, ANESTH AGNT; SCIATIC NERV	113	113	113	70540	MRI, ORBIT, FACE AND NECK	918	918	918
64450	INJ, ANESTH AGNT; OT PERIPH NRV/BRAN	84	84	86	70551	MRI, BRAIN, W/O CONTRAST	891	891	918
64505	INJ, ANESTH AGNT; SPHENOPALATINE GAN	432	432	432	70552	MRI, BRAIN, W/CONTRAST	1096	1096	1096
64640	DESTR BY NEUROLYTIC AGNT; OT PER NRV	118	118	118	71010	X-RAY CHEST, SINGLE, FRONTAL	43	41	48
64721	NEUR &/ TP; MEDIAN NRV @ CARPAL TUN	1380	1620	1620	71020	X-RAY CHEST, 2 VIEWS, FRONTAL/LATERAL	66	57	65
65205	REM FB, EXTERN EYE; CONJUNC SUPERFI	53	53	53	71021	X-RAY CHEST, 2 VIEWS, APICAL LORDOTIC	70	70	70
65210	REM FB, EXTERN EYE; CONJUNC EMBEDDE	80	80	80	71022	X-RAY CHEST, 2 VIEWS, OBLIQUE PROJECT	80	80	80
65220	REM FB, EXTERN EYE; CORN, W/O SLIT L	103	103	103	71030	X-RAY CHEST, COMPLETE, MIN 4 VIEWS	73	77	77
65222	REM FB, EXTERN EYE; CORN W/SLIT LM	112	112	113	71035	X-RAY CHEST, SPECIAL VIEWS	15	15	15
65420	EX OR TRANSPOS PIERYGIUM; W/O GRAFT	1296	1296	1296	71100	X-RAY RIBS, UNILAT, 2 VIEWS	80	68	75
65435	REM CORNEA EPITHELIUM W/WO CHEMOCAU	156	156	156	71101	X-RAY RIBS, UNI, INCL CHEST, 3 VIEWS	81	89	91

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
71110	X-RAY RIBS, BILAT, 3 VIEWS	80	80	80	73080	X-RAY ELBOW, COMPLETE, MIN 3 VIEWS	67	65	70
71111	X-RAY RIBS, BI, INCL CHEST, 4+ VIEWS	96	96	96	73090	X-RAY FOREARM, A/P & LATERAL VIEWS	63	59	59
71120	X-RAY STERNUM, MIN 2 VIEWS	70	70	70	73100	X-RAY WRIST, A/P & LATERAL VIEWS	62	62	59
71250	CAT SCAN, CHEST, W/O CONTRAST	513	467	475	73110	X-RAY WRIST, COMPLETE, MIN 3 VIEWS	70	65	70
71260	CAT SCAN, CHEST, W/CONTRAST	580	527	507	73120	X-RAY HAND, 2 VIEWS	59	54	59
71270	CAT SCAN, CHEST, WO CONT, FOL BY CONTR	476	476	476	73130	X-RAY HAND, MINIMUM 3 VIEWS	65	65	65
72010	X-RAY SPINE, ENTIRE, SURVEY, A/P & LAT	135	129	145	73140	X-RAY FINGER(S), MINIMUM 2 VIEWS	56	51	59
72020	X-RAY SPINE, SINGLE VIEW	53	53	43	73220	MRI UPPER EXTREMITY, NOT JOINT	929	929	929
72040	X-RAY CERVICAL SPINE, A/P & LATERAL	65	65	65	73221	MRI UPPER EXTREMITY JOINT	902	902	902
72050	X-RAY CERV SPINE, A/P LAT, MN 4 VIEWS	107	96	107	73500	X-RAY HIP, UNIL, 1 VIEW	63	63	65
72052	X-RAY CERV SPINE, COMP, OBLIQ/FLEX/EX	117	105	113	73510	X-RAY HIP, UNIL, COMP, MIN 2 VIEWS	81	70	75
72070	X-RAY THORACIC SPINE, A/P & LATERAL	73	71	75	73520	X-RAY HIPS, BIL, MIN 2 VIEWS EA SIDE	96	100	102
72072	X-RAY THOR SPINE, AP LAT, CERVICOTHOR	61	61	61	73540	X-RAY PELVIS & HIPS, INFNT/CHILD, MIN 2	73	73	73
72074	X-RAY THOR SPINE, COMP, INCL OBLIQUES	83	83	83	73550	X-RAY FEMUR, A/P & LATERAL VIEWS	75	70	70
72080	X-RAY THORACOLUMBAR SPINE, A/P & LAT	75	72	70	73560	X-RAY KNEE, A/P & LATERAL VIEWS	70	70	70
72090	X-RAY SPINE, SCOLIOSIS STUDY	79	79	75	73562	X-RAY KNEE, A/P & LAT, OBLIQ, MIN 3 VIEWS	75	80	80
72100	X-RAY LUMBOSACRAL SPINE, A/P & LAT	75	75	75	73564	X-RAY KNEE, COMPLETE	91	91	91
72110	X-RAY LUMBOSACRAL SPINE, COMPLETE	129	108	118	73590	X-RAY TIBIA, & FIBULA, A/P & LATERAL	65	65	75
72114	X-RAY LUMB/SAC SPINE, INCL BENDING	140	133	131	73600	X-RAY ANKLE, A/P & LATERAL	57	57	70
72120	X-RAY LUMB/SAC SPINE, BENDING ONLY	81	81	89	73610	X-RAY ANKLE, COMPLETE PROCEDURE	75	65	70
72125	CAT SCAN CERVICAL SPINE WO CONTRAST	453	453	498	73620	X-RAY FOOT, A/P & LATERAL	54	57	55
72128	CAT SCAN THORACIC SPINE WO CONTRAST	572	572	572	73630	X-RAY FOOT, COMPLETE, MIN 3 VIEWS	70	70	70
72131	CAT SCAN LUMBOSACRAL SPINE WO CONTR	550	513	577	73650	X-RAY CALCANEUS, MINIMUM 2 VIEWS	59	64	65
72141	MRI, CERVICAL SPINE, W/O CONTRAST	918	864	891	73660	X-RAY TOE(S), MINIMUM 2 VIEWS	59	56	57
72148	MRI, LUMBOSACRAL SPINE, W/O CONTRAST	914	914	918	73700	CAT SCAN LEG, W/O CONTRAST	486	486	486
72170	X-RAY PELVIS, ANTERO-POSTERIOR ONLY	66	59	63	73720	MRI LOWER EXTREMITY, NOT JOINT	891	908	918
72190	X-RAY PELVIS, COMP, 3 OR MORE VIEWS	67	67	67	73721	MRI LOWER EXTREMITY JOINT	907	896	891
72192	CAT SCAN PELVIS, W/O CONTRAST	413	413	372	74000	X-RAY ABDOMEN, SINGLE A/P VIEW	54	53	59
72193	CAT SCAN PELVIS, W/O CONTRAST	432	392	353	74010	X-RAY ABDOMEN, AP, OBLIQUE, CONE VIEWS	48	44	39
72194	CAT SCAN PELVIS, W/O CONT FOL BY CONT	550	550	550	74020	X-RAY ABDOMEN, COMP, DECUB/ERECT	46	54	54
72196	MRI, PELVIS	938	938	938	74022	X-RAY ABDOMEN, ACUTE SERIES	61	60	60
72200	X-RAY SACROILIAC JOINTS, < 3 VIEWS	77	77	77	74150	CAT SCAN ABDOMEN, W/O CONTRAST	465	423	443
72202	X-RAY SACROILIAC JOINTS, 3 OR MORE	93	93	93	74160	CAT SCAN ABDOMEN, W/ CONTRAST	575	471	513
72220	X-RAY SACRUM & COCCYX, MIN 2 VIEWS	73	73	75	74170	CAT SCAN ABD WO CONT FOLL BY CONT	624	578	583
73000	X-RAY CLAVICLE, COMPLETE	61	60	65	74181	MRI, ABDOMEN FOLL BY CONT	958	958	958
73010	X-RAY SCAPULA, COMPLETE	62	62	62	74210	X-RAY PHARYNX & /OR CERV ESOPHAGUS	108	108	108
73020	X-RAY SHOULDER, 1 VIEW	62	62	65	74220	X-RAY ESOPHAGUS ESOPHAGUS	114	112	113
73030	X-RAY SHOULDER, COMPLETE, MIN 2 VIEWS	70	70	70	74240	X-RAY UPPER GI, W/O KUB/VIDEO	159	173	178
73050	RADIOL EXAM, ACROMIOCLAVICULAR, BILAT	81	81	81	74241	X-RAY UPPER GI, W/ KUB	182	187	221
73060	RADIOLOGIC EXAMS, HUMERUS, 2+ VIEWS	73	66	66	74245	X-RAY UPPER GI, W/SM BOWEL, MULT FILM	221	220	259
73070	X-RAY ELBOW, A/P & LATERAL	65	59	65	74246	UPPER GI SERIES/BARIUM, W/O KUB	174	190	209

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
74247	UPPER GI SERIES, BARIUM, W/KUB	216	223	226	78223	HEPATOBIILIARY DUCT IMAGE, INCL GALL	145	145	145
74249	UPPER GI, BARIUM, W/SM BOWEL FOLLOW	284	284	300	78300	BONE IMAGING, LIMITED AREA	193	193	193
74250	X-RAY SMALL BOWEL, INCL MULT FILMS	153	153	162	78305	BONE IMAGING, MULTIPLE AREAS	324	319	313
74270	CONTRAST X-RAY COLON, BARIUM ENEMA	167	166	199	78306	BONE IMAGING, WHOLE SKELETON	296	269	269
74280	CONTRAST X-RAY COLON, BARIUM, AIR CONT	232	222	229	78315	BONE SCAN, 3-PHASE TECHNIQUE	269	269	269
74290	CHOLECYSTOGRAPHY, ORAL CONTRAST	104	116	127	78351	BONE DENSITY, DUAL PHOTON ABSORPT	199	199	199
74400	UROGRAPHY/PYELOGRAPHY, IV, W WO KUB	168	168	173	78460	MYOCARDIAL IMAGING, RESTING	258	258	254
74405	UROGRAPHY, IV, W/HYPERTENSIVE CONTR	210	210	210	78461	MYOCARDIAL IMAGING, EXERCISE	513	568	469
74410	UROGRAPHY, INFUSION, DRIP/BOLUS TECH	188	188	188	78464	MYOCARDIAL IMAGING, TOMOGRAM, REST	628	628	628
74415	UROGRAPHY, INF, W/NEPHROMATOGRAPHY	198	216	226	78465	MYOCARDIAL IMAGING, TOMOGR, EXERCISE	697	697	848
74420	UROGRAPHY, RETROGRADE, W WO KUB	55	55	55	78472	CARD BLD POOL, WALL MOTION, REG EJ FR	339	339	339
75754	COR ANGIO, BI, LFT VENT/SUPVALV, S/I	178	178	178	78481	CARD BLD POOL, 1ST PASS, EJ FRACTION	205	205	205
76000	FLUOROSCOPY, UP TO ONE HOUR	67	67	65	78580	PULM PERFUSION IMAGING, PARTICULATE	115	115	113
76140	CONSULT, X/RAY MADE ELSEWHERE, WRITTEN	54	53	54	78707	KIDNEY IMAGING, VASC & FUNCT STUDIES	310	310	310
76150	XERORADIOGRAPHY	24	23	26	78990	PROVISION OF DIAG RADIONUCLIDES	89	89	107
76375	CAT SCANS, OTHER PLANES	243	232	216	80002	1-2 CLINICAL CHEM TESTS	35	35	35
76506	ECHOENCEPHALOGRAPHY	101	101	101	80003	3 CLINICAL CHEMISTRY TESTS	25	25	25
76511	OPHTHALMIC ULTRASOUND, A-MODE	216	216	216	80004	4 CLINICAL CHEMISTRY TESTS	24	24	24
76512	OPHTHALMIC ULTRA, CONTACT B-SCAN	298	298	296	80006	6 CLINICAL CHEMISTRY TESTS	51	51	51
76516	OPHTHAL BIOMETRY, ULTRASOUND, A-MODE	188	196	216	80007	7 CLINICAL CHEMISTRY TESTS	26	26	26
76519	OPHTHAL BIOMETRY, W IOL POWER CALC	188	202	216	80010	10 CLINICAL CHEMISTRY TESTS	29	29	29
76536	ECHOGRAM, HEAD/NECK, B-SCAN/REAL TIME	182	182	191	80012	12 CLINICAL CHEMISTRY TESTS	37	37	37
76700	ECHOGRAM, ABDOMEN, W IMAGE DOCUMENT	226	213	221	80016	13-16 BLOOD/URINE TESTS	46	51	43
76705	ECHOGRAM, ABDOMEN, LIMITED	203	168	173	80018	17-18 BLOOD/URINE TESTS	41	37	43
76770	ECHOGRAM, RETROPERITONEAL, COMPLETE	232	221	226	80019	19 OR MORE BLOOD/URINE TESTS	37	42	37
76775	ECHOGRAM, RETROPERITONEAL, LIMITED	198	198	198	80031	DRUG MONITORING, ONE DRUG	80	80	80
76805	ECHOGRAM, PREGNANT UTERUS, COMPLETE	243	216	216	80058	HEPATIC FUNCTION PANEL	45	45	45
76815	ECHOGRAM, PREGNANT UTERUS, LIMITED	177	146	162	80059	HEPATITIS PANEL	77	77	77
76816	ECHOGRAM, PREG UTERUS, REPEAT/FOLLOWUP	132	132	119	80062	CARDIAC EVALUATION PANEL	51	51	51
76818	FETAL BIOPHYSICAL PROFILE	223	223	216	80073	RENAL PANEL	43	43	43
76830	ECHOGRAM, TRANSVAGINAL	269	269	269	81000	URINALYSIS WITH MICROSCOPY	12	12	13
76856	ECHOGRAM, PELVIC, NON-OB, COMPLETE	226	185	194	81002	URINALYSIS W/O MICROSCOPY	12	12	10
76857	ECHOGRAM, PELVIC, NON-OB, LTD/FOLLOW	147	164	180	81005	URINALYSIS, ANY # OF CONSTITUENTS	11	11	11
76870	ECHOGRAM, SCROTUM AND CONTENTS	291	291	269	81015	MICROSCOPIC EXAM OF URINE	8	8	8
76872	ECHOGRAM, PROSTATE, TRANSRECTAL	311	311	311	82150	ASSAY OF SERUM AMYLASE	18	18	16
76880	ECHOGRAM, EXTREMITY, NON-VASCULAR	246	246	246	82172	APOLIPOPROTEIN IMMUNOASSAY	18	18	18
78006	THYROID IMAGING W/UPTAKE, SINGLE	233	233	243	82250	ASSAY BLOOD BILIRUBIN	19	19	19
78007	THYROID IMAGING W/UPTAKE, MULTIPLE	171	171	171	82270	TEST FECES FOR BLOOD DIRECT	12	12	15
78215	LIVER & SPLEEN IMAGING, STATIC ONLY	164	164	164	82310	ASSAY CALCIUM IN BLOOD, CHEMICAL	16	16	16
					82372	ASSAY SERUM CARBAMAZEPINE	57	57	57
					82374	ASSAY BLOOD CARBON DIOXIDE	11	11	11
					82643	RIA ASSAY FOR DIGOXIN	49	49	49

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
82660	TEST FOR DRUGS	67	67	67	84703	CHORIONIC GONADOTROPIN ASSAY	29	29	30
82947	ASSAY BLOOD FLUID GLUCOSE	12	12	12	84999	CLINICAL CHEMISTRY TEST	90	90	90
82948	STICK ASSAY OF BLOOD GLUCOSE	12	12	12	85005	BASOPHIL BLOOD CELL COUNT	15	15	15
82950	GLUCOSE TEST	14	14	13	85007	DIFFERENTIAL WBC COUNT, W/MORPH + PLT	12	12	11
82951	GLUCOSE TOLERANCE TEST (GTT)	42	42	42	85009	DIFFERENTIAL WBC COUNT, BUFFY COAT	9	9	9
82952	GTT-ADDED SAMPLES	45	45	45	85014	HEMATOCRIT COUNT, BUFFY COAT	12	10	12
82977	ASSAY OF GGT ENZYME	15	15	15	85018	HEMOGLOBIN, COLORIMETRIC	12	10	10
83001	PITUITARY GONADOTROPIN RIA	66	66	66	85021	AUTOMATED HEMOGRAM, R/WBC, HGB, HCT, IN	17	15	16
83002	PITUITARY GONADOTROPINS RIA	59	59	59	85022	AUTOMATED HEMOGRAM, MAN DIFF, WBC	19	21	21
83020	ASSAY HEMOGLOBINS RIA	13	13	12	85023	AUTOMATED HEMOGRAM, PLAT, AUT + MAN, CBC	31	31	25
83036	GLYCOSYLATED HEMOGLOBIN TEST	38	38	39	85024	AUTOMATED HEMOGRAM, PLT, AUT + AUT PART	27	30	26
83540	ASSAY SERUM IRON	15	15	15	85025	AUTO HEMOGRAM, PLATELET, AUT + AUT COMP	18	18	18
83545	AUTO-ASSAY SERUM IRON	24	24	24	85027	AUTOMATED HEMOGRAM, HEM + PLAT COUNT	23	22	23
83550	SERUM IRON BONDING TEST	31	31	31	85029	AUTOMATED HEMOGRAM, RDW + MPV 1-3 IND	4	4	4
83555	SERUM IRON BINDING, AUTO-TEST	12	12	12	85031	MANUAL HEMOGRAM, COMPLETE CBC	21	20	21
83705	ASSAY BLOOD LIPID GROUPS	29	29	29	85044	RETICULOCYTE COUNT	15	15	15
83718	ASSAY BLOOD LIPOPROTEIN, PRECIP	17	18	15	85060	BLOOD SMEAR INTERPRETATION	37	37	37
83719	BLOOD LIPOPROTEIN ASSAY, ULTRACENT	33	33	33	85100	BONE MARROW EXAMINATION	269	269	269
83720	BLOOD LIPOPROTEIN ASSAY, FRACT CALC	16	16	16	85580	BLOOD PLATELET COUNT	15	15	15
83725	ASSAY BLOOD LITHIUM-RACT CALC	27	27	26	85595	ELECTRONIC PLATELET COUNT	14	15	14
83735	ASSAY BLOOD MAGNESIUM, CHEMICAL	25	25	25	85610	PROTHROMBIN TIME	16	15	14
84045	ASSAY PHENYTOIN	57	57	57	85650	RBC SEDIMENTATION RATE, WINTROBE	16	15	16
84065	ASSAY PROSTATE PHOSPHATASE, FRACTION	41	41	41	85651	RBC SEDIMENTATION RATE, WESTERGREN	15	15	14
84075	ASSAY ALKALINE PHOSPHATASE, BLOOD	15	15	15	85730	THROMBOPLASTIN TIME, PART, PLAS/WHOLE	23	23	22
84132	ASSAY BLOOD POTASSIUM	13	13	12	86006	ANTIBODY, QUALITATIVE, FIRST	26	26	26
84144	ASSAY PROGESTERONE RIA ASSAY FOR PROLACTIN	62	62	68	86008	ANTIBODY, QUANT., FIRST	54	54	54
84146	RIA ASSAY FOR PROLACTIN	79	79	80	86016	RBC SALINE ANTIBODIES, HP + ANTIHUMAN	18	18	18
84165	ASSAY SERUM PROTEINS, ELEC FRAC, QUAN	42	42	42	86038	ANTINUCLEAR ANTIBODIES, RIA	42	42	42
84180	ASSAY URINE PROTEIN FRAC, QUAN	30	30	30	86060	ANTISTREPTOLYSIN O TITER	32	32	32
84231	RADIOIMMUNOASSAY	94	94	94	86082	BLOOD TYPING, ABO & RHO(D)	23	23	20
84233	ASSAY ESTROGEN	43	43	43	86100	BLOOD TYPING, RHO(D) ONLY	6	6	6
84295	ASSAY BLOOD SODIUM	19	19	19	86128	COLLECTION, PROCESS & STORAGE BLOOD	432	432	432
84403	RIA ASSAY BLOOD TESTOSTERONE	95	95	95	86140	C-REACTIVE PROTEIN	25	25	25
84420	ASSAY THEOPHYLLINE	54	54	54	86244	ASSAY ALPHA-1 FETOPROTEIN	65	65	65
84435	ASSAY THYROXINE (T-4)	25	25	25	86255	FLUORESCENT ANTIBODY; SCREEN	78	78	83
84436	RIA ASSAY, TRUE THYROXINE	22	24	21	86256	FLUORESCENT ANTIBODY; TITER	68	68	68
84439	RIA ASSAY, FREE THYROXINE	53	53	50	86280	HEMAGGLUTINATION INHIBITION	30	30	30
84443	ASSAY THYROID STIM HORMONE	60	59	66	86287	HEPATITIS HAA, RIA, OR EIA	32	32	31
84450	UV-ASSAY TRANSDAMINASE (SGOT)	14	14	14					
84460	UV-ASSAY TRANSAMINASE (SGPT)	14	14	14					
84478	ASSAY BLOOD TRIGLYCERIDES	18	18	16					
84479	ASSAY TRIIODOTHYRONINE (T-3)	16	16	15					
84480	RIA ASSAY, TT-3E (T-3)	58	58	64					
84520	ASSAY BLOOD, UREA, NITROGEN	12	12	13					
84550	ASSAY BLOOD URIC ACID	19	19	19					
84702	CHORIONIC GONADOTROPIN TEST	58	58	60					

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
86289	HEPATITIS BC ANTI-BODY TEST, HBCAB	49	49	49	87253	VIRUS INOCULATION FOR TEST, ADDL STD	70	70	70
86291	HEPATITIS BS ANTI-BODY TEST, HBSAB	37	37	37	87999	MICROBIOLOGY PROCEDURE	26	26	26
86296	HEPATITIS A ANTIBODY TEST, HAAB	51	51	51	88104	CYTOPATHOLOGY, W/CENTRIF, WO/CRV + VAG	73	73	71
86300	HETEROPHILE ANTI-BODY SCREEN	20	20	20	88108	CYTOPATHOLOGY, CONCENTRATION	102	102	102
86310	HETEROPHILE ANTIBODIES	35	35	35	88150	CYTOPATHOLOGY PAP SMEAR, TECH	19	21	21
86312	HIV ANTIBODY DETECTION	51	51	51	88151	CYTOPATHOLOGY INTERPRETATION, PHYS	21	21	21
86316	IMMUNOASSAY, TUMOR ANTIGEN	61	61	63	88155	CYTOPATHOLOGY, PAP SMEAR, W/HORMONAL	25	23	21
86317	IMMUNOASSAY, INFECTIOUS AGENT	67	74	60	88160	CYTOPATHOLOGY, ANY OTHER SOURCE	46	46	46
86319	IMMUNOASSAY TECHNIQUE FOR DRUGS	54	54	54	88161	CYTOPATHOLOGY, PREP, SCRN + INTERPET	9	9	9
86329	IMMUNODIFFUSION, EACH	67	67	67	88170	FINE NEEDLE ASPIRATION, W/WO PREP	136	136	136
86357	LYMPHOCYTES, T & B DISTINCTION	178	178	178	88173	INTERPRETATION OF SMEAR	118	118	118
86403	RAPID TEST, INFECTIOUS AGENT	20	20	19	88300	SURGICAL PATHOLOGY, GROSS	28	28	26
86421	RADIOALLERGOSORBENT TESTS, 5/<	34	34	34	88302	SURGICAL PATHOLOGY, COMP, NORM TISS	48	50	48
86422	RADIOALLERGOSORBENT TESTS, 6/>	346	346	346	88304	SURGICAL PATHOLOGY, COMP, ABNORM TSS	73	80	75
86423	RADIOIMMUNOSORBENT TEST IGE, QUANT	58	58	58	88305	SURGICAL PATHOLOGY, COMP, WO/COMPLEX	124	124	129
86430	RHEUMATOID FACTOR TEST	18	18	16	88307	SURGICAL PATHOLOGY, COMP, COMPLEX	192	192	194
86580	TB INTRADERMAL TEST	15	15	15	88309	SURGICAL PATHOLOGY, COMP, COMPLEX	269	269	269
86585	TB TINE TEST	14	13	15	88311	DECALCIFY TISSUE, COMPLX, DIS	21	21	21
86592	BLOOD SEROLOGY, QUALITATIVE	15	15	14	88312	SPECIAL STAINS, GROUP 1	65	65	65
86999	IMMUNOLOGY PROCEDURE	82	82	82	88313	SPECIAL STAINS, GROUP 2 + OTHERS	21	21	21
87015	SPECIMEN CONCENTRATION	32	32	32	88346	IMMUNOFLUORESCENT STUDY	42	42	42
87040	BLOOD CULTURE FOR BACTERIA	51	51	54	88399	SURGICAL PATHOLOGY PROCEDURE	43	43	43
87045	STOOL CULTURE FOR BACTERIA	45	45	45	90292	HOSPITAL DISCHARGE DAY	81	81	91
87060	NOSE/THROAT CULTURE, BACTERIA	15	15	16	90782	INJECTION SUBCU/(IM)T	27	29	26
87070	CULTURE SPECIMEN, BACTERIA	35	32	36	90801	DIAGNOSTIC INTERVIEW, PSYCH	197	197	237
87072	CULTURE OF SPECIMEN BY KIT	20	18	21	90843	INDIVIDUAL PSYCHOTHERAPY, 20-30 MIN	78	78	78
87081	BACTERIA CULTURE SCREEN	18	16	19	90844	INDIVIDUAL PSYCHOTHERAPY, 45-50 MIN	128	129	129
87082	CULTURE OF SPECIMEN BY KIT, SINGLE	19	19	19	90900	BIOFEEDBACK TRNG BY ELECTROMYOGRAM	108	110	110
87084	CULTURE OF SPECIMEN BY KIT, COL EST	19	19	19	90935	HEMODIALYSIS, SINGLE EVAL	1868	1868	1868
87085	CULTURE OF SPECIMEN BY KIT, COL CNT	15	15	15	92004	EYE EXAM & TREATMENT, NEW PT, COMP	75	75	75
87086	URINE CULTURE, COLONY COUNT	30	26	31	92012	EYE EXAM & TREATMENT, COMP	57	57	59
87087	URINE BACTERIA CULTURE, COMMERC KIT	22	22	24	92014	EYE EXAM & TREATMENT	75	75	75
87088	URINE BACTERIA CULTURE, ID + COM KIT	26	26	26	92020	GONIOSCOPY W/ EVALUATION	59	59	59
87101	SKIN FUNGUS CULTURE	25	25	25	92081	VISUAL FIELD EXAM, LIMITED	57	57	57
87102	FUNGUS ISOLATION CULTURE	38	38	38	92082	VISUAL FIELD EXAM, INTERMEDIATE	65	65	65
87106	FUNGUS IDENTIFICATION	26	26	26	92083	VISUAL FIELD EXAM, EXTENDED	89	89	89
87109	MYCOPLASMA CULTURE	74	74	74	92100	SERIAL TONOMETRY, 1 OR MORE SESSIONS	42	42	42
87110	CULTURE, CHLAMYDIA	80	80	80	92225	OPHTHALMOSCOPY, EXTENDED, INITIAL	126	126	126
87177	OVA AND PARASITES SMEARS	63	63	63	92226	OPHTHALMOSCOPY, EXTENDED, SUBSEQUENT	65	65	65
87184	ANTIBIOTIC SENSITIVITY, EACH, DISC	25	25	22	92235	OPHTHALMOSCOPY W/ ANGIOGRAPHY	287	287	287
87186	ANTIBIOTIC SENSITIVITY, MIC	16	16	16					
87205	SMEAR, STAIN & INTERPRET, ROUTINE	17	17	17					
87210	SMEAR, STAIN & INTERPRET, WET + SIMPLE	16	16	15					

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	CPT-4 Code	Description of Services	Region 1	Region 2	Region 3
92250	OPHTHALMOSCOPY W/FUNDUS PHOTOGRAPHY	74	74	74	95021	INTRCUT TSTS, EXTRCTS, 15-20 MN:11-20	107	107	107
92551	PURE TONE AUDIOMETRY, AIR ONLY	24	24	24	95117	IMMUNOTHERAPY INJECTIONS, PROF SERV	23	23	26
92552	PURE TONE AUDIOMETRY, AIR & BONE	33	33	33	95155	SUPRV/PRV SNG/MLT ANTS, >1 MULT DOSE	133	133	133
92553	AUDIOMETRY, AIR & BONE	47	47	47	95819	EEG, STANDARD/PORTABLE, SAME FACILITY	166	162	162
92557	COMPREHENSIVE AUDIOMETRY	80	80	72	95860	ELECTROMYOGRAPHY, 1 LIMB	265	265	265
92566	IMPEDANCE HEARING TEST	30	30	32	95861	ELECTROMYOGRAPHY, 2 LIMBS	314	314	314
92567	TYMPANOMETRY	24	22	26	95869	ELECTROMYOGRAPHY, SPECIFIC MUSCLES	179	179	179
92982	PERCUT TRNSLUMINL CORN ANGIO; 1 VESL	3207	3207	3241	95900	MOTOR NERVE CONDUCTION TESTING, EACH NERVE	122	116	122
93000	ELECTROCARDIOGRAM, COMPLETE	54	54	59	95904	SENSORY NERVE CONDUCTION TESTING, EACH NERVE	116	110	122
93010	ELECTROCARDIOGRAM REPORT	38	37	43	96900	ACTINOTHERAPY (ULTRAVIOLET LIGHT)	21	21	21
93014	REPORT ON TRANSMITTED ECG	40	40	40	96912	PHOTOCHEMOTHERAPY: PSORALENS & PUVA	32	32	32
93015	CARDIOVASC STRESS TEST, TRAC/INTERP	291	269	296	97010	PHYS MED TRI 1 AREA HOT/COLD PACKS	31	38	34
93018	CARDIOVASC STRESS TEST, INTERP ONLY	182	182	188	97012	PHYS MED TRI 1 AREA, TRACTION MECH	35	35	35
93040	RHYTHM ECG WITH REPORT ONLY	47	47	47	97014	PHY MED TR TO ONE AREA; ELEC STIM	27	27	33
93042	RHYTHM ECG, REPORT	27	27	27	97018	PMT TO ONE AREA; PARAFFIN BATH	37	37	37
93224	24 HR ECG, SCANNER, RECORD/INTERP	322	322	322	97022	PMT TO ONE AREA; WHIRLPOOL	30	30	30
93227	24 HR ECG, SCANNER, REV/INTERP ONLY	162	162	162	97024	PMT TO ONE AREA; DIATHERMY	21	21	21
93307	ECHOCARDIOGRAPHY, REALTIME, COMPLETE	342	308	376	97110	PHYSIOTHERAPY: THERAPEUTIC EXERCISE	55	60	55
93320	DOPPLER ECHOCARDIOGRAPHY, COMPLETE	257	257	232	97118	PMT ONE AREA; INIT 30 MIN; ELEC STIM	46	46	46
93325	DOPPLER COLOR FLOW VELOCITY MAPPING	162	162	162	97124	PMT ONE AREA; INIT 30 MIN; MASSAGE	32	32	34
93501	HEART CATHETERIZATION RIGHT, ONLY	1117	1117	1117	97128	PHYSIOTHERAPY: ULTRASOUND	33	37	37
93503	HEART CATH RT; W/ SWAN-GANZ CATH	774	756	809	97145	PHYS MED TRT TO ONE AREA EA ADD'L	17	17	17
93545	INJ FOR SELECT CORONARY ANGIOGRAPHY	1242	1242	1242	97240	POOL THERAPY/HUBBARD TANK W THERAPEUTIC	37	37	37
93547	HRT CATH LFT COR ANG & VENT ANG	1583	1620	1566	97260	MANIPULATION, PERFORMED BY PHYSICIAN	45	45	45
93548	HRT CAT LFT COR ANG VENT AORT RT AO	1539	1539	1539	97530	KINETIC ACTIV INCREASE COORD, STRENGTH	65	65	72
93549	HRT CAT RT & LFT COR ANG VENT ANG	1674	1755	1993	97700	VISIT WITH ORTHOT/PROSTH/ADL CHECK, 30 MIN	60	60	56
93552	LT HRT CAT COR ANG VEN CIN; VIS BYPS	2183	2183	2183	97720	EXTREMITY TEST/STRENGTH, DEXTERITY	60	60	60
93553	LT CT COR ANG/VEN CIN; VISL; AORTGPHY	2106	2106	2106	99000	SPECIMEN HANDLING, DOC TO LAB	11	10	12
93762	PERIPHERAL THERMOGRAM, INCLUDING ANY SERIES	432	432	432	99050	AFTER HOURS, ADD TO BASIC SERVICE	54	54	54
93870	CAROTID ARTERY IMAGING	397	397	432	99054	SERV SUNDAY/HOLIDAY, ADD TO BASIC	50	54	57
93910	LOWER LIMB ARTERY STUDY	257	257	256	99058	OFFICE EMERGENCY CARE	52	52	52
93950	NONINVASIVE EXTREMITY VEIN STUDIES	171	171	171	99172	CRITICAL CARE, FOLLOW-UP, LIMITED	140	140	140
93960	QUANTITATIVE VENOUS FLOW STUDIES	269	269	269	99173	CRITICAL CARE, FOLLOW-UP, INTERMED	220	220	220
94010	SPIROMETRY	64	57	65	99201	OFF OR O/P VST NP; PROB FOCUSED	66	66	69
94060	BRONCHOSPASM EVALUATION	127	127	135	99202	OFF OR O/P VST NP; EXP PROB FOCUSED	62	62	74
94160	VITAL CAPACITY SCREENING	25	25	25	99203	OFF OR O/P VST NP; DETAILED LOW	89	89	84
94240	RESIDUAL LUNG CAPACITY	81	81	81	99204	OFF OR O/P VST NP; COMPREHENS MOD	114	102	122
94375	RESPIRATORY FLOW VOLUME LOOP	88	88	84	99205	OFF OR O/P VST NP; COMPREHENS HIGH	144	147	147
94700	BLOOD GAS ANALYSIS, REST ONLY	60	60	60					
94720	CARBON MONOXIDE DIFFUSING CAPACITY	107	107	107					
95020	INTRCUT TSTS, EXTRCTS, 15-20 MIN: <11	76	76	76					

CPT-4 Code	Description of Services	Region 1	Region 2	Region 3	ADA Code	Description of Services	Region 1	Region 2	Region 3
99211	OFF OR O/P VST EST PT; MINIMAL	34	30	34	0130	EMERGENCY ORAL EXAM	27	27	30
99212	OFF OR O/P VST EST PT; PROBLM FOCUSED	39	42	44	0210	FULL MOUTH X-RAY SERIES	55	55	61
99213	OFF OR O/P VT EST PT; EXP PRB FOCUSED	47	45	49	0220	X-RAY, PERIAPICAL, FIRST FILM	8	10	10
99214	OFF OR O/P VST EST PT; DETAILED MOD	64	64	64	0222	X-RAY INTRA-ORAL TWO FILMS	15	15	16
99215	OFF OR O/P VST EST PT; COMPREH HIGH	99	86	99	0223	X-RAY INTRA-ORAL THREE FILMS	19	19	22
99221	INT HOSP CARE PER DAY; COMPREH LOW	148	148	148	0224	X-RAY INTRA-ORAL FOUR FILMS	24	27	27
99222	INT HOSP CARE PER DAY; COMPREH MOD	143	143	147	0225	X-RAY INTRA-ORAL FIVE FILMS	29	30	32
99223	INT HOSP CARE PER DAY; COMPREH HIGH	184	166	196	0226	X-RAY INTRA-ORAL SIX FILMS	33	32	37
99231	SUB HOSP CARE PER DAY; PROBLM FOCUSED	61	61	64	0227	X-RAY INTRA-ORAL SEVEN FILMS	42	40	43
99232	SUB HOSP CARE PER DAY; EXP PRB FOCUSED	74	64	74	0228	X-RAY INTRA-ORAL EIGHT FILMS	41	43	48
99233	SUB HOSP CARE PER DAY; DETAILED HIGH	96	96	94	0229	X-RAY INTRA-ORAL NINE FILMS	46	48	48
99241	OFF CONSULT; PROBLEM FOCUSED	78	78	78	0230	X-RAY, PERIAPICAL, ADDITIONAL FILM	5	5	6
99242	OFF CONSULT; EXP PROBLEM FOCUSED	98	98	102	0240	X-RAY, INTRAORAL OCCLUSAL FILM	18	20	21
99243	OFF CONSULT; DETAILED LOW	133	133	137	0270	X-RAY, BITEWING, SINGLE FILM	10	10	10
99244	OFF CONSULT; COMPREHENSIVE MOD	171	171	171	0272	BITEWING X-RAYS, TWO FILMS	16	16	17
99245	OFF CONSULT; COMPREHENSIVE HIGH	195	195	196	0273	BITEWING X-RAYS, THREE FILMS	18	20	22
99252	INT IP CONSULT; EXP PROBLEM FOCUSED	126	126	126	0274	BITEWING X-RAYS, FOUR FILMS	22	21	26
99253	INT IP CONSULT; DETAILED LOW	164	164	171	0280	BITEWING X-RAY, ADDITIONAL FILM	5	5	5
99254	INT IP CONSULT; COMPREHENSIVE MOD	203	182	221	0290	X-RAY POST-ANT-LAT-SKLL FCL BN SURV	54	54	54
99255	INT IP CONSULT; COMPREHENSIVE HIGH	214	214	221	0321	X-RAY TMJ SINGLE FILM	36	36	36
99261	FU IP CONSULT EST PT; PROBLEM FOCUSED	53	53	53	0330	PANORAMIC X-RAY SERIES	48	51	55
99262	FU IP CONSULT EST PT; EXP PROB FOCUS	64	64	64	0340	CEPHALOMETRIC FILM	50	53	55
99282	ER VISIT; EXP PROBLEM FOCUSED LOW	74	74	74	0410	BACTERIOLOGIC CULTURE	22	24	21
99283	ER VISIT; EXP PROBL FOC LOW-MODERATE	101	99	102	0450	HISTOPATHOLOGIC EXAMINATION	63	63	64
99284	ER VISIT; DETAILED MODERATE	160	160	167	0460	PULP VITALITY TESTS	20	21	24
99285	ER VISIT; COMPREHENSIVE HIGH	212	212	221	0470	DIAGNOSTIC CASTS	43	46	45
99291	CRITICAL CARE PROLONGED; FIRST HOUR	207	207	207	0471	DIAGNOSTIC PHOTOGRAPHS	26	26	25

DOLLAR AMOUNTS ON THE FEE SCHEDULE DEFINE THE AUTOMOBILE INSURER'S UPPER LIMIT OF LIABILITY FOR THE SERVICE PROVIDED. REIMBURSEMENT WILL BE BASED ON WHAT IS USUAL, CUSTOMARY AND REASONABLE WITHIN THE UPPER LIMIT.

(b) The following is the Medical Fee Schedule for dental services:

STATE OF NEW JERSEY  
PERSONAL AUTO INJURY FEE SCHEDULE—DENTAL SERVICES

ADA Code	Description of Services	Region 1	Region 2	Region 3
0110	INITIAL ORAL EXAM	\$24	\$26	\$28
0120	PERIODIC ORAL EXAM	18	21	21
0121	RECALL EXAM—ADULT (W/ X RAYS & PROPHY)	68	70	79
0122	RECALL EXAM—CHILD (W/X RAYS, PROPHY, FLUOR)	68	65	72
0123	RECALL EXAM—CHILD W/ X-RAYS, PROPHY, FLUO	54	61	62
0124	RECALL EXAM—ADULT, W/ PROPHY	58	54	61

1201	TOPICAL APPL OF FLUORIDE W/ PROPHYLAXIS	40	40	49
1203	TOPICAL APPL OF FLUORIDE	17	18	21
1210	FLUORIDE SOD TOP APPL 4 EXCL PROPH	16	16	19
1211	TOP APPL SOD FLUOR 4 INCL PROPHYL	47	53	53
1220	FLUORIDE STAN TOP APPL 1 EXCL PROPH	17	19	21
1221	TOP APPL STAN FLUOR 1 INCL PROPHYL	43	45	53
1230	TOPICAL APPL OF FLUORIDE	17	19	21
1231	APPLICATION OF FLUORIDE W/ PROPHYLAXIS	43	44	51
1330	ORAL HYGIENE INSTRUCTION	23	28	25
1340	TRAINING IN PREVENTIVE DENTAL CARE	30	30	28
1350	TOPICAL APPL OF SEALANT, PER QUAD	39	32	37
1351	TOPICAL APPL OF SEALANT, PER TOOTH	24	26	29

ADA Code	Description of Services	Region 1	Region 2	Region 3	ADA Code	Description of Services	Region 1	Region 2	Region 3
1510	SPACE MAINTAINER-FIXED UNILATERAL	168	196	188	2750	CROWN, PORCE-LAIN/HIGH NOBLE	555	605	628
1515	SPACE MAINTAINER-FIXED BILATERAL	285	306	257	2751	CROWN, PORCE-LAIN/BASE METAL	540	552	580
1550	RECEMENTATION OF SPACE MAINTAINER	33	33	33	2752	CROWN, PORCE-LAIN/NOBLE METAL	534	560	588
2110	AMALGAM, ONE SURFACE, PRIMARY TOOTH	44	43	44	2790	GOLD/HIGH NOBLE METAL	626	608	648
2120	AMALGAM, TWO SURFACES, PRIMARY TOOTH	57	64	64	2791	BASE METAL FULL CAST	474	438	482
2130	AMALGAM, THREE SURFACES, PRIMARY TOOTH	76	83	83	2792	NOBLE METAL FULL CAST	553	537	589
2131	AMALGAM, FOUR SURFACES, PRIMARY TOOTH	98	101	98	2810	CROWN, ¾ CAST-GOLD	656	613	672
2140	AMALGAM, ONE SURFACE, PERM. TOOTH	42	45	49	2830	CROWN, STAINLESS STEEL (PREFABRICATED)	131	143	160
2150	AMALGAM, TWO SURFACES, PERM. TOOTH	57	64	65	2840	TEMPORARY CROWN-FRACTURED TOOTH	106	91	102
2160	AMALGAM, THREE SURFACES, PERM. TOOTH	74	81	86	2891	CAST POST & CORE (IN ADD'N TO CROWN)	177	201	207
2161	AMALGAM, 4 + SURFACES, PERMANENT RESTORATION	91	100	107	2892	PREFAB. POST & CORE (IN ADD'N TO CROWN)	158	170	182
2170	RESTORATION AMALGAM PIN RETAINED	79	79	79	2910	RE-CEMENT INLAY	39	41	45
2190	PIN RETENTION, EXCLVSVE OF AMLGM, PER PIN	20	20	24	2920	RECEMENT CROWN	37	41	42
2210	SILICATE RESTORATION, ONE SURFACE	18	16	20	2930	PREFAB STAINLESS STEEL CROWN-PRI-MARY	124	133	151
2310	ACRYLIC OR PLASTIC RESTORATION	30	30	37	2932	PREFABRICATED RESIN CROWN	153	153	153
2330	COMPOSITE-ONE SURFACE	52	55	60	2940	SEDATIVE FILLING	42	43	46
2331	COMPOSITE-TWO SURFACES	71	77	83	2950	CROWN BUILDUP, PIN OR POST RETAINED	126	134	148
2332	COMPOSITE-THREE SURFACES	92	102	105	2951	PIN RETN. PER TOOTH IN ADD'N TO RESTOR.	19	19	24
2334	PIN RETENTION	22	26	26	2952	CAST POST & CORE IN ADD'N TO CROWN	187	212	212
2335	COMPOSITE INVOLVING INCISAL ANGLE	114	125	135	2954	PREFAB POST & CORE IN ADD'N TO CROWN	150	159	175
2336	LIGHT CURED COMPOSITE-INCISAL	137	151	158	2960	LABIAL VENEER (LAMINATE) CLAIRSIDE	334	314	328
2337	LIGHT CURED COMPOSITE, 1 SUR W/ ACID ETCH	59	64	70	2962	LABIAL VENEER (PORCELAIN LAMINATE) LAB.	373	425	425
2338	LIGHT CURED COMPOSITE, 2 SUR W/ ACID ETCH	81	86	97	2980	REPAIR TO CROWN	133	123	133
2339	LIGHT CURED COMPOSITE, 3 SUR W/ ACID ETCH	112	118	135	3110	PULP CAP, DIRECT-OVER PULP EXPOSURE	31	30	37
2340	ACID ETCH FOR RESTORATION	28	26	31	3120	PULP CAP, INDIRECT	25	25	30
2510	GOLD INLAY, 1 SURFACE	294	294	294	3130	RECALCIFICATION TEMPORARY PER TOOTH	40	40	40
2520	GOLD INLAY, 2 SURFACES	423	423	415	3220	VITAL PULPOTOMY	85	82	80
2525	2 SURFACE INLAY INCLUDING ONLAY	545	545	551	3310	ROOT CANAL THERAPY, ONE CANAL	340	319	327
2530	3-SURFACE GOLD FOIL	507	505	508	3315	RT CANAL THER 1 EXC RST-TRADITIONAL	324	351	351
2535	3 SURFACE INLAY INCLUDING ONLAY	649	622	643	3320	ROOT CANAL THERAPY, TWO CANALS	401	399	407
2540	ONLAY PER TOOTH (IN ADD'N TO INLAY)	481	501	505	3325	RT CANAL THER 2 EXC RST-TRADITIONAL	405	432	459
2620	INLAY, PORCELAIN/CERAMIC, TWO SURFACES	511	511	511	3330	ROOT CANAL THERAPY, THREE CANALS	501	516	521
2630	INLAY, PORCELAIN/CERAMIC, THREE SURFACES	495	495	492	3335	RT CANAL THER 3 EXC RST-TRADITIONAL	497	541	568
2710	CROWN, PLASTIC (ACRYLIC)	201	206	246	3340	ROOT CANAL THERAPY, FOUR CANALS	539	610	591
2711	CROWN, PLASTIC (ACRYLIC-PREFABRICATED)	169	186	157	3410	APICOECTOMY (AND/OR) CURETTAGE, SEP SURG PR	288	300	327
2720	CROWN, RESIN/HIGH NOBLE METAL	591	550	603	3411	APICOECTOMY PER TOOTH, EA ADD'L ROOT	186	186	186
2722	CROWN, RESIN/NOBLE METAL	518	518	518	3420	APICOECTOMY W/ ENDODONTIC PROC PER ROOT	314	318	310
2740	CROWN, PORCELAIN	567	625	605	3430	RETROGRADE FILLING (PER ROOT)	101	90	92
					3440	APICAL CURETTAGE	147	140	132
					3450	ROOT AMPUTATION (PER ROOT)	217	195	238
					3920	HEMISECTION	177	166	194
					3940	RECALCIFICATION	20	20	20
					3950	CANAL PREP & PREFITTING PREFORMED POST	56	56	52
					3960	BLEACHING DISCOLORED TOOTH	73	72	73

ADA Code	Description of Services	Region 1	Region 2	Region 3	ADA Code	Description of Services	Region 1	Region 2	Region 3
4210	GINGIVECTOMY/GINGI- VOPLASTY PER QUAD	259	273	264	5261	DENT PART UPPER CHROME PLTL BAR CST	750	757	757
4211	GINGIVECTOMY/GINGI- VOPLASTY SINGLE SITE	104	106	106	5281	UNILATERAL PARTIAL DENTURE	388	388	388
4212	GINGIVECTOMY PER TOOTH LESS THAN 5	71	81	81	5310	DENT PART ADDTL CLASP WITH RST EACH	81	81	81
4220	GINGIVAL CURETTAGE PER QUADRANT	102	109	104	5410	DENTURE ADJUSTMENT	36	35	38
4240	GINGIVAL FLAP PROCE- DURES	309	325	371	5415	DENT ADJUST COMPL OR PART U OR L	35	35	35
4250	MUCOGINGIVAL SUR- GERY PER QUADRANT	330	330	330	5421	LOWER PARTIAL DEN- TURE ADJUSTMENT	31	31	31
4260	OSSEOUS SURGERY, PER QUADRANT	628	570	597	5510	REPAIR BROKEN COM- PLETE DENTURE BASE	81	74	89
4261	OSSEOUS GRAFT, SIN- GLE SITE	271	244	296	5520	REPL. EA. MISS/BROKEN TOOTH COM. DEN.	61	55	68
4262	OSSEOUS GRAFT, MUL- TIPLE SITES	380	380	380	5610	DENTURE REPAIR	69	80	80
4263	OSSEOUS SURGERY, SIN- GLE SITE	398	398	425	5620	DENTURE REPAIR	83	80	87
4270	PEDICLE SOFT TISSUE GRAFTS	391	391	391	5630	DENTURE REPAIR	60	66	74
4271	FREE SOFT TISSUE GRAFTS	365	419	422	5640	DENTURE REPAIR	60	64	72
4272	APICALLY REPOSITION- ING FLAP	334	334	334	5650	DENTURE REPAIR	75	80	88
4320	PROVISIONAL SPLINT, INTRACORONAL	94	100	97	5660	DENTURE REPAIR	102	103	123
4321	PROVISIONAL SPLINT, EXTRACORONAL	80	80	98	5670	DENTURE REPAIR	76	76	76
4330	OCCLUSAL ADJUST- MENT, LIMITED	45	50	52	5680	DENTURE REPAIR	84	82	90
4331	OCCLUSAL ADJUST- MENT, COMPLETE	199	172	176	5690	DENTURE REPLACE BROKN CLSP EA ADDTL	80	80	80
4340	PERIO SCALING & ROOT PLANING, FULL MOUTH	112	91	105	5725	REBASE U/L DENTURE PART OR COMPLETE	190	190	171
4341	PERIO SCALING & ROOT PLANING, PER QUAD	115	108	107	5730	DENTURE RELINING: UPPER COMPLETE	142	142	145
4345	SCALING-GINGIVAL IN- FLAMMATION	55	55	55	5731	DENTURE RELINING: LOWER COMPLETE	150	150	150
4360	APPLIANCE TO BREAK HARMFUL HABIT	270	270	296	5735	RELINE U/L DENT PART OR COMP OFFICE	162	162	162
4361	APPLIANCE FOR BRUX- ISM	266	266	292	5740	DENTURE RELINE PAR- TIAL UPPER OFFICE	118	118	121
4910	PERIODONTAL PROPHY- LAXIS	65	69	75	5741	DENTURE RELINE PAR- TIAL LOWER OFFICE	135	135	135
5110	COMPLETE UPPER DEN- TURE	630	689	739	5750	DENTURE RELINE UP- PER COMPLETE LAB	195	199	209
5120	COMPLETE LOWER DEN- TURE	633	705	739	5751	DENTURE RELINE LOW- ER COMPLETE LAB	205	205	212
5130	IMMEDIATE UPPER DENTURE	694	769	796	5755	RELINE U/L DENT PART OR COMP LAB	198	242	216
5140	IMMEDIATE LOWER DENTURE	685	745	804	5760	DENTURE RELINE UP- PER PARTIAL LAB	205	201	214
5211	PARTIAL DENTURE, UP- PER	431	468	506	5761	DENTURE RELINE LOW- ER PARTIAL LAB	203	203	212
5212	PARTIAL DENTURE, LOWER	569	555	601	5820	DENTURE, TEMPORARY PARTIAL UPPER	266	270	269
5213	PARTIAL DENTURE, UP- PER	872	827	871	5821	DENT TEMP PART- STAYPLATE LOWER	270	270	270
5214	LOWER PARTIAL	723	794	830	5850	TISSUE CONDITIONING	78	71	86
5215	UPPER PARTIAL DEN- TURE	780	810	800	5974	ENDOSSEOUS IMPLANT (IN THE BONE)	948	948	948
5216	PARTIAL DENTURE, LOWER	745	745	781	6210	BRIDGE PONTIC CAST HIGH NOBLE METAL	594	594	606
5217	DENT PART LOWER 2 GOLD CLASPS ACR	718	718	718	6212	BRIDGE PONTIC CAST NOBLE METAL	517	517	517
5218	PARTIAL DENTURE, LOWER	796	796	847	6240	BRIDGE PONTIC PORCE- LAIN FUSED/HI NOBLE	579	604	629
5230	PARTIAL DENTURE- LOWER	726	726	702	6241	BRIDGE PONTIC PORCE- LAIN FUSED/BASE MET- AL	552	537	581
5231	PARTIAL DENTURE- LOWER	676	784	730	6242	BRIDGE PONTIC PORCE- LAIN FUSED/NOBLE	532	563	586
5240	DENT PART LWR LGL BAR 2 CLSP CST BS	750	750	750	6250	BRIDGE PONTIC RES- IN/HIGH NOBLE METAL	579	579	577
5241	DENT PART LOWER CHROME LNGL BAR CST	745	757	757	6251	BRIDGE PONTIC/PRE- DOM BASE METAL	438	438	438
5250	PARTIAL DENTURE-UP- PER	702	702	701	6252	BRIDGE PONTIC RESIN WITH NOBLE METAL	533	533	533
5251	PARTIAL DENTURE-UP- PER	676	756	703	6530	GOLD INLAY-THREE SURFACES	552	552	552
					6545	BONDED RESIN RETAIN- ER (MARYLAND BRIDGE)	197	224	233
					6640	REPAIRS REPL BRKN FCNG WITH ACRYLIC	102	108	102
					6710	BRIDGE ABUTMENT CROWN, PLASTIC	224	224	224

ADA Code	Description of Services	Region 1	Region 2	Region 3	ADA Code	Description of Services	Region 1	Region 2	Region 3
6720	BRIDGE ABUTMENT CROWN RESIN/HIGH NOBLE	565	565	574	7910	SUTURE OF WOUND	78	78	78
6721	BRIDGE ABUTMENT CROWN PLASTIC/NON-PREC	486	486	486	7960	FRENECTOMY	227	222	236
6722	BRIDGE ABUTMENT CROWN RESIN/BASE METAL	553	553	553	7970	SURG. REPAIR EXCISION OF HYPERPLASTIC ORTHODONTIC PAYMENT	158	150	174
6750	BRIDGE ABUTMENT CROWN RESIN/NOBLE METAL	588	612	632	8000	ORTHODONTIC PAYMENT	638	638	638
6751	BRIDGE ABUTM CROWN PORCELAIN/NOBLE MTL	552	546	583	8001	ORTHODONTIC-FIRST PAYMENT	1657	1657	1657
6752	BRIDGE ABUTM CROWN PORCELAIN/NOBLE MTL	538	562	588	8002	ORTHODONTIC-FINAL PAYMENT	1791	1791	1791
6780	BRIDGE ABUTMENT CROWN 3/4 CAST NOBLE MTL	614	614	614	8010	ORTHODONTIC WORK-UP	183	188	186
6790	BRIDGE ABUTM CROWN FULL CAST HIGH NOBLE	658	592	681	8110	TOOTH GUIDANCE APPLIANCE REMOVABLE	308	326	293
6792	BRIDGE ABUTM CROWN FULL CAST NOBLE METAL	566	566	589	8120	TOOTH GUIDANCE APPLIANCE FIXED	478	515	478
6930	RECEMENT BRIDGE	53	55	57	8210	REMOVABLE APPLIANCE THERAPY	282	278	317
6950	PRECISION ATTACHMENT	217	219	215	8220	FIXED APPLIANCE THERAPY	357	357	357
6960	DOWEL, PIN METAL	161	161	151	8360	REMOVABLE APPLIANCE THERAPY	247	247	247
6970	REPAIRS TO CROWNS	125	125	135	8370	FIXED APPLIANCE THERAPY	397	397	397
6980	REPAIR TO FIXED BRIDGE	148	159	154	8460	ORTHO TREATMENT MIXED DENT CL 1 MAL	3354	3354	3354
7110	EXTRACTION, SINGLE TOOTH	60	69	69	8470	ORTHO TREATMENT MIXED DENT CL 2 MAL	3597	3462	3516
7111	TOOTH EXTRACT.W/ X-RAY & GENL ANAESTH	114	114	114	8560	ORTHO TREATMENT PERM DENT CL 1 MAL	3240	3340	3354
7120	SIMPLE EXTRACTION-ADDITIONAL TOOTH	56	64	65	8570	ORTHO TREATMENT PERM DENT CL 2 MAL	3408	3354	3462
7130	ROOT REMOVAL-EXPOSED ROOTS	78	70	81	8580	ORTHO TREATMENT PERM DENT CL 3 MAL	3380	3380	3570
7210	SURGICAL EXTRACTION	113	120	132	9110	EMERGENCY PALLIATIVE TREATMENT	39	41	46
7220	SURGICAL EXTRACTION-TISSUE IMPACTION	161	176	170	9210	LOCAL ANESTHESIA	27	25	30
7230	SURGICAL EXTRACTION-PARTIAL IMPACTION	236	234	232	9220	GENERAL ANESTHESIA	115	99	102
7235	EXTRACTION SURG PARTIAL BONY IMPACT	238	243	216	9230	ANALGESIA	25	27	30
7240	SURGICAL EXTRACTION-FULL IMPACTION	306	283	293	9240	INTRAVENOUS SEDATION	92	88	102
7241	SURGICAL EXTR-FULL IMPACT.-DIFFICULT	332	322	336	9310	CONSULTATION	54	47	53
7245	EXTRACTION SURG COMPL BONY IMPACT	324	286	324	9430	VISITS OFFICE REG	36	31	37
7250	SURGICAL REMOVAL, RESIDUAL ROOTS	110	117	124	9610	HRS-NO OPER SV DRUGS THERAPEUTIC INJECTION	35	35	35
7270	TOOTH REIMPLANTATION	233	233	233	9630	DRUGS OTHER AND/OR MEDICAMENTS	18	20	21
7280	SURG. EXPOSURE OF TOOTH FOR ORTHO	272	272	296	9910	APPLICATION OF DESENSITIZING MEDICATION	21	22	22
7281	SURG. EXPOSURE OF TOOTH TO AID ERUPTION	191	207	172	9930	COMPLICATIONS UNUSUAL CIRCUMSTANCES	41	41	41
7286	BIOPSY OF ORAL TISSUE, SOFT	124	131	115	9950	OCCCLUSION ANALYSIS MOUNTED CASE	75	75	75
7310	ALVEOPLASTY-PER QUAD W/ EXTRACTIONS	137	116	138	9951	OCCLUSAL ADJUSTMENT	29	26	32
7320	ALVEOPLASTY-PER QUAD W/O EXTRACTIONS	189	189	177					
7425	EXCISION PERICORONAL GINGIVA	119	119	131					
7430	SURGICAL EXCISION	214	211	226					
7431	SURGICAL EXCISION	271	271	271					
7450	REMOVAL OF CYST	168	151	181					
7451	REMOVAL OF CYST	359	359	362					
7460	REMOVAL OF CYST	238	238	238					
7461	REMOVAL OF CYST	559	559	559					
7470	REMOVAL OF EXOSTOSIS	355	355	366					
7510	INCISION & DRAINAGE, INTRAORAL ABSCESS	65	70	69					

DOLLAR AMOUNTS ON THE FEE SCHEDULE DEFINE THE AUTOMOBILE INSURER'S UPPER LIMIT OF LIABILITY FOR THE SERVICE PROVIDED. REIMBURSEMENT WILL BE BASED ON WHAT IS USUAL, CUSTOMARY AND REASONABLE WITHIN THE UPPER LIMIT.

(c) The following is the Medical Fee Schedule for nursing and allied professional health services:

STATE OF NEW JERSEY  
PERSONAL AUTO INJURY FEE SCHEDULE

NURSING AND ALLIED PROFESSIONAL HEALTH SERVICES

Service	Fee
PRIVATE NURSING CARE (PER HOUR)	
Registered nurse	40.00
Licensed practical nurse	35.00
Home health aide	15.50
Live-in attendant (per 24-hour shift)	136.00
HOME HEALTH VISITS (PER VISIT)	
Registered nurse	82.00
Licensed practical nurse	58.00

Service	Fee	HCPCS Code	Description	Fee For New Equipment
Physical therapist	77.00	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or without tube	6.95
Speech therapist	77.00			
Occupational therapist	77.00			

(d) The following is the Medical Fee Schedule for ambulance services:

STATE OF NEW JERSEY  
PERSONAL AUTO INJURY FEE SCHEDULE

AMBULANCE SERVICES

Code	Description	Fee
A0010	Ambulance service basic life support (BLS), base rate, emergency transport, one way	125.00
A0020	Ambulance service (BLS) per mile, transport, one way	5.00
A0070	Ambulance service, oxygen administration and supplies, life sustaining situation	30.00
Z0224	Cardiac monitoring during an ambulance trip	50.00
A0222	Ambulance service transport patient return trip	125.00

(e) The following is the Medical Fee Schedule for durable medical equipment and prosthetic devices:

STATE OF NEW JERSEY  
PERSONAL AUTO INJURY FEE SCHEDULE  
DURABLE MEDICAL EQUIPMENT AND PROSTHETIC DEVICES  
CODES BEGINNING WITH "A"

HCPCS Code	Description	Fee For New Equipment	HCPCS Code	Description	Fee If New	Fee If Used	Monthly Rental
A4214	Sterile saline or water, 30 cc vial	\$1.37	A4560	Pessary			22.66
A4310	Insertion tray without drainage bag and without catheter (accessories only)	5.56	A4611	Battery, heavy duty; replacement for patient-owned ventilator	140.08	121.48	14.01
A4311	Insertion tray without drainage bag with indwelling catheter, Foley type, two-way latex with coating (teflon, silicone, silicone elastometer, or hydrophilic, etc.)	10.68	A4612	Battery cables; replacement for patient-owned ventilator	39.17	38.51	3.92
A4312	Insertion tray without drainage bag with indwelling catheter, Foley type, two-way, all silicone	12.49	A4613	Battery charger; replacement for patient-owned ventilator	131.80	98.08	13.18
A4313	Insertion tray without drainage bag with indwelling catheter, Foley type, three-way, for continuous irrigation	12.91	A4618	Breathing circuits	7.97	8.78	.80
A4314	Insertion tray with drainage bag with indwelling catheter, Foley type, two-way latex with coating (Teflon, silicone, silicone elastometer, or hydrophilic, etc.)	16.19	A4622	Tracheostomy or laryngectomy tube	64.29	—	—
A4315	Insertion tray with drainage bag with indwelling catheter, Foley type, two-way, all silicone	17.27	A4623	Tracheostomy, inner cannula (replacement only)	7.93	—	—
A4316	Insertion tray with drainage bag with indwelling catheter, Foley type, three-way, for continuous irrigation	19.57	A4624	Tracheal suction catheter, any type, each	2.02	—	—
A4320	Irrigation tray for bladder irrigation with bulb or piston syringe	5.02	A4625	Tracheostomy care or cleaning starter kit	6.75	—	—
A4322	Irrigation syringe, bulb or piston	2.60	A4626	Tracheostomy cleaning brush, each	3.05	—	—
A4323	Sterile saline irrigation solution, 1000 ml	7.19	A4627	Spacer, bag or reservoir, with or without mask, for use with metered dose inhaler	18.38	13.77	1.84
A4326	Male external catheter specialty type, e.g., inflatable, faceplate, etc., each	11.02	A4630	Replacement batteries. Medically necessary T.E.N.S. owned by patient	8.44	—	—
A4327	Female external urinary collection device, metal cup, each	25.38	A4631	Replacement batteries for medically necessary electronic wheelchair owned by patient	78.87	59.15	7.89
A4328	Female external urinary collection device; pouch, each	10.17	A4635	Underarm pad, crutch, replacement, each	6.64	4.96	.66
A4329	External catheter starter set, male/female, includes catheters/urinary collection device, bag/pouch and accessories (tubing, clamps, etc.) 7 day supply	30.36	A4636	Replacement, handgrip, cane, crutch, or walker, each	2.93	2.19	.29
A4330	Perianal fecal collection pouch with adhesive	6.12	A4637	Replacement, tip, cane, crutch, walker, each	1.88	1.41	.19
A4338	Indwelling catheter; Foley type, two-way latex with coating (Teflon, silicone, silicone elastometer or hydrophilic, etc.)	8.77	A4640	Replacement pad for use with medically necessary alternating pressure pad owned by patient	49.50	37.12	4.95
A4340	Indwelling catheter; specialty type, (e.g., Coude, Mushroom, Wing, etc.)	14.25	A5051	Pouch, closed; with barrier attached (1 piece)	2.62	—	—
A4344	Indwelling catheter, Foley type, two-way, all silicone	12.86	A5052	Pouch, closed; without barrier attached (1 piece)	1.84	—	—
A4346	Indwelling catheter, Foley type, three-way, for continuous irrigation	18.74	A5053	Pouch, closed; for use on faceplate	2.88	—	—
A4347	Male external catheter with or without adhesive, with or without anti-reflux device; per dozen	16.90	A5054	Pouch, closed; for use on barrier with flange (2 piece)	2.39	—	—
A4351	Intermittent urinary catheter; straight tip	1.72	A5055	Stoma cap	1.69	—	—
A4352	Intermittent urinary catheter; Coude (curved) tip	5.36	A5061	Pouch, drainable; with barrier attached (1 piece)	3.78	—	—
A4354	Insertion tray with drainage bag but without catheter	8.68	A5062	Pouch, drainable; without barrier attached (1 piece)	3.19	—	—
A4355	Irrigation tubing set for continuous bladder irrigation through a three-way indwelling Foley catheter	8.69	A5063	Pouch, drainable; for use on barrier with flange (2 piece system)	2.92	—	—
A4356	External urethral clamp or compression device (not to be used for catheter clamp)	36.53	A5064	Pouch, drainable; with faceplate attached; plastic or rubber	7.35	—	—
			A5065	Pouch, drainable; for use on faceplate; plastic or rubber	5.37	—	—
			A5071	Pouch, urinary; with barrier attached (1 piece)	4.18	—	—
			A5072	Pouch, urinary; without barrier attached (1 piece)	4.03	—	—

HCPCS Code	Description	Fee If New	Fee If Used	Monthly Rental	HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental
A5073	Pouch, urinary; for use on barrier with flange (2 piccc)	3.65	—	—	E0160	Sitz type bath, portable, fits over commode seat	22.17	12.22	2.22
A5074	Pouch, urinary; with faceplate attached; plastic or rubber	7.75	—	—	E0161	Sitz type bath, portable, fits over commode seat, with faucet attachments	44.57	17.94	4.21
A5075	Pouch, urinary; for use on faceplate; plastic or rubber	3.79	—	—	E0163	Commode chair, stationary, with fixed arms	92.37	63.68	9.24
A5081	Continent device; plug for continent stoma	3.18	—	—	E0164	Commode chair, mobile, with fixed arms	167.00	86.97	16.70
A5082	Continent device; catheter for continent stoma	10.57	—	—	E0165	Commode chair, stationary with detachable arms	149.90	112.43	14.99
A5093	Ostomy accessory; convex insert	1.68	—	—	E0166	Commode chair, mobile with detachable arms	220.50	165.38	22.05
A5102	Bedside drainage bottle, rigid or expandable	26.39	—	—	E0167	Pail or pan for use with commode chair	10.30	7.93	1.03
A5105	Urinary suspensory; with leg bag, with or without tube	35.03	—	—	E0175	Foot rest, for use with commode chair, each	53.65	35.23	4.74
A5112	Urinary leg bag; latex	17.84	—	—	E0176	Air pressure pad or cushion, non-positioning	91.90	68.93	9.19
A5113	Leg strap; latex, per set	4.26	—	—	E0177	Water pressure pad or cushion, nonpositioning	91.90	68.93	9.19
A5114	Leg strap; foam or fabric, per set	9.16	—	—	E0178	Gel pressure pad or cushion, non-positioning	101.48	75.38	10.15
A5119	Skin barrier; wipes, box per 50	9.73	—	—	E0179	Dry pressure pad or cushion, non-positioning (e.g., Eggcrate)	55.54	40.26	5.55
A5121	Skin barrier; solid, 6x6 or equivalent, each	5.09	—	—	E0180	Pressure pad, alternating with pump, light duty	237.90	178.43	23.79
A5122	Skin barrier; solid, 8x8 or equivalent, each	7.86	—	—	E0181	Pressure pad, alternating with pump, heavy duty	253.90	190.43	25.39
A5123	Skin barrier; with flange (solid, flexible or accordian), any size, each	5.84	—	—	E0182	Pump for alternating pressure pad	288.50	216.38	28.85
A5126	Adhesive; disc or foam pad	1.21	—	—	E0184	Dry pressure mattress (e.g., Eggcrate)	244.03	74.85	24.40
A5131	Appliance cleaner, incontinence and ostomy appliances, per 16 oz.	15.77	—	—	E0185	Gel pressure pad for mattress	184.83	153.18	18.48
CODES BEGINNING WITH "E"					E0186	Air pressure mattress	196.20	147.15	19.62
HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental	E0187	Water pressure mattress	198.20	148.65	19.82
E0100	Cane, includes canes of all materials, adjustable or fixed, with tip	16.37	12.02	1.64	E0188	Synthetic sheepskin pad	23.85	14.04	2.39
E0105	Cane, quad or three prong, includes canes of all materials, adjustable or fixed, with tips	40.94	29.99	4.09	E0189	Lambswool sheepskin pad, any size	36.30	23.31	3.63
E0110	Crutches forearm, includes crutches of various materials, adjustable or fixed, pair, complete with tip	60.06	45.04	6.01	E0191	Heel or elbow protector, each	10.42	6.73	1.04
E0111	Crutch forearm, includes crutches of various materials, adjustable or fixed, each, with tip and handgrip	55.60	36.08	5.56	E0192	Low pressure and positioning pad for wheelchair	317.96	237.79	31.80
E0112	Crutches underarm, wood, adjustable or fixed, pair, with pads, tips and handgrips	36.96	28.66	3.70	E0193	Powered air flotation bed (low air loss therapy)	9798.00	7348.50	979.80
E0113	Crutch underarm, wood, adjustable or fixed, each, with pad, tip and handgrip	24.69	12.67	2.47	E0194	Air fluidized bed	25429.40	19072.05	2542.94
E0114	Crutches underarm, aluminum, adjustable or fixed, pair with pads, tips and handgrips	51.53	36.28	5.15	E0196	Gel pressure mattress	221.50	166.13	22.15
E0116	Crutch underarm, aluminum, adjustable or fixed, each, with pad, tip and handgrip	22.72	14.46	2.27	E0197	Air pressure pad for mattress	119.99	102.13	12.00
E0130	Walker, rigid (pickup), adjustable or fixed height	56.05	43.47	5.61	E0198	Water pressure pad for mattress	126.16	106.76	12.62
E0135	Walker, folding (pickup), adjustable or fixed height	61.63	45.51	6.16	E0199	Dry pressure pad for mattress (e.g., Eggcrate)	54.52	53.76	5.45
E0141	Walker, wheeled, without seat	99.41	71.02	9.94	E0200	Heat lamp, without stand (table model), includes bulb, or infrared element	70.04	54.44	7.00
E0142	Rigid walker, wheeled, with seat	231.50	154.39	23.15	E0202	Phototherapy (bilirubin) light with photometer	906.50	679.88	90.65
E0143	Folding walker, wheeled, without seat	105.43	74.38	10.54	E0205	Heat lamp, with stand, includes bulb, or infrared element	110.92	63.69	11.09
E0145	Walker, wheeled, with seat and crutch attachments	180.70	135.53	18.07	E0210	Electric heat pad, standard	29.16	30.28	2.92
E0146	Walker, wheeled, with seat	116.60	87.45	11.66	E0215	Electric heat pad, moist	46.64	37.18	4.66
E0147	Heavy duty, multiple breaking system, variable wheel resistance walker	255.83	221.57	25.58	E0220	Hot water bottle	5.51	4.16	.55
E0153	Platform attachment, forearm crutch, each	57.41	49.15	5.74	E0225	Hydrocollator unit, includes pads	177.95	172.29	16.73
E0154	Platform attachment, walker, each	64.20	53.32	6.42	E0230	Ice cap or collar	6.94	5.20	.69
E0155	Wheel attachment, rigid pick-up walker attachments	25.64	22.16	2.56	E0235	Paraffin bath unit, portable	161.20	120.90	16.12
E0156	Seat attachment, walker	21.87	14.06	2.19	E0236	Pump for water circulating pad	316.90	237.68	31.69
E0157	Crutch attachment, walker, each	57.41	44.26	5.74	E0237	Water circulating heat pad with pump	339.91	216.43	30.82
E0158	Leg extensions for a walker	26.36	21.56	2.64	E0238	Non-electric heat pad moist	29.56	13.99	2.96
					E0239	Hydrocollator unit, portable	372.28	303.77	37.23
					E0249	Pad for water circulating heat unit	73.69	96.78	7.37
					E0250	Hospital bed, fixed height, with any type side rails, with mattress	764.50	573.38	76.45
					E0251	Hospital bed, fixed height, with any type side rails, without mattress	624.40	468.30	62.44
					E0255	Hospital bed, variable height, Hi-lo, with any type side rails, with mattress	835.60	626.70	83.56
					E0256	Hospital bed, variable height, Hi-lo, with any type side rails, without mattress	608.80	456.60	60.88
					E0260	Hospital bed, semi-electric (head and foot adjustment), with any type side rails, with mattress	1276.60	957.45	127.66

HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental	HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental
E0261	Hospital bed, semi-electric (head and foot adjustment), any type side rails, without mattress	927.10	695.33	92.71	E0570	Nebulizer, with compressor (e.g., DeVilbiss Pulmo-Aid)	—	—	54.62
E0265	Hospital bed, total electric (head, foot and height adjustments), any type side rails, with mattress	1580.40	1185.30	158.04	E0575	Nebulizer, self-contained, ultrasonic	—	—	95.53
E0266	Hospital bed, total electric (head, foot and height adjustments), any type side rails, without mattress	1606.30	1204.73	160.63	E0585	Nebulizer, with compressor and heater	—	—	73.03
E0271	Mattress, innerspring	171.14	131.08	17.11	E0600	Suction pump, home model, portable	—	—	66.65
E0272	Mattress, foam rubber	150.75	101.91	15.08	E0601	Nasal continuous airway pressure (CPAP) device	—	—	93.23
E0275	Bed pan, standard, metal or plastic	14.46	11.30	1.45	E0605	Vaporizer, room type	28.60	23.79	2.86
E0276	Bed pan, fracture, metal or plastic	13.07	14.14	1.31	E0606	Postural drainage board	148.00	111.00	14.80
E0277	Alternating pressure mattress	44.18	33.14	4.42	E0607	Home blood glucose monitor	162.28	131.82	16.23
E0280	Bed, cradle, any type	30.63	20.82	3.06	E0608	Apnea monitor	1455.70	1091.78	145.57
E0290	Hospital bed, fixed height, without side rails, with mattress	508.20	381.15	50.82	E0609	Blood glucose monitor with special features (e.g., voice synthesizers, automatic timers, etc.)	435.50	339.64	43.55
E0291	Hospital bed, fixed height, without side rails, without mattress	363.50	272.63	36.35	E0610	Pacemaker monitor self-contained (checks battery depletion, includes audible and visible check systems)	323.85	261.66	32.39
E0292	Hospital bed, variable height, Hi-lo, without side rails, with mattress	595.30	446.47	59.53	E0615	Pacemaker monitor self-contained (checks battery depletion and other pacemaker components, includes digital/visible check systems)	357.53	170.77	35.75
E0293	Hospital bed, variable height, Hi-lo, without side rails, without mattress	565.00	423.75	56.50	E0621	Sling or seat, patient lift, canvas or nylon	65.71	65.88	6.57
E0294	Hospital bed, semi-electric (head and foot adjustment), without side rails, with mattress	922.60	691.95	92.26	E0627	Seat lift mechanism incorporated into a combination liftchair mechanism	273.68	205.27	27.37
E0295	Hospital bed, semi-electric (head and foot adjustment), without side rails, without mattress	917.00	687.75	91.70	E0628	Separate seat lift mechanism for use with patient-owned furniture; electric	273.68	205.27	27.37
E0296	Hospital bed, total electric (head, foot and height adjustments), without side rails, with mattress	1159.50	869.63	115.95	E0629	non-electric	273.68	205.27	27.37
E0297	Hospital bed, total electric (head, foot and height adjustments), without side rails, without mattress	1168.50	876.38	116.85	E0630	Patient lift, hydraulic, with seat or sling	796.40	597.30	79.64
E0305	Bed side rails, half length	124.20	93.15	12.42	E0635	Patient lift, electric with seat or sling	914.30	685.73	91.43
E0310	Bed side rails, full length	145.92	128.13	14.59	E0650	Pneumatic compressor, non-segmental home model (lymphedema pump)	541.36	406.03	54.14
E0325	Urinal; male, jug type, any material	6.95	6.92	.70	E0651	Pneumatic compressor, segmental home model (lymphedema pump) without calibrated gradient pressure	992.94	570.07	99.29
E0326	Urinal; female, jug type, any material	9.14	7.22	.91	E0652	Pneumatic compressor, segmental home model (lymphedema pump) with calibrated gradient pressure	3732.98	3235.90	355.79
E0430	Portable gaseous oxygen system, includes regulator with flow gauge, humidifier, cannula or mask and tubing	—	—	54.99	E0655	Pneumatic appliance for use with pneumatic compressor, half arm	86.50	93.74	8.65
E0435	Oxygen system, liquid, portable, includes portable container, supply reservoir, flow humidifier, cannula or masks, tubing and refill adaptor	—	—	54.99	E0660	Pneumatic appliance for use with pneumatic compressor, full leg	133.96	93.85	13.40
E0450	Volume ventilator; stationary	—	—	767.32	E0665	Pneumatic appliance for use with pneumatic compressor, full arm	94.13	69.80	9.41
E0452	Intermittent assist device with continuous positive airway pressure device (CPAP)	—	—	159.65	E0666	Pneumatic appliance for use with pneumatic compressor, half leg	113.82	96.28	11.38
E0453	Therapeutic ventilator; suitable for use 12 hours or less per day	—	—	319.30	E0667	Pneumatic appliance for use with segmental pneumatic compressor, leg	299.32	246.51	29.31
E0457	Chest shell (cuirass)	—	—	61.36	E0668	Pneumatic appliance for use with segmental pneumatic compressor, arm	309.67	260.20	29.51
E0459	Chest wrap	437.40	328.05	43.74	E0690	Ultraviolet cabinet, appropriate for home use	654.39	867.44	65.44
E0460	Negative pressure ventilator; portable (e.g., Porta-lung)	—	—	672.75	E0720	TENS, two lead, localized stimulation	447.80	—	44.78
E0462	Rocking bed with or without side rails	2454.70	1841.02	245.47	E0730	TENS, four lead, larger area/multiple nerve stimulation	453.50	—	45.35
E0480	Percussor, electric or pneumatic, home model	385.60	289.20	38.56	E0731	Form fitting conductive garment for delivery of TENS	249.32	—	24.93
E0500	IPPB machines with manual valves, external power source, includes cylinder regulator, built-in nebulization	—	—	99.23	E0744	Neuromuscular stimulator for scoliosis	854.10	640.58	85.41
E0550	Humidifier, durable for extensive supplemental humidification during IPPB treatment or oxygen delivery (e.g., Cascade)	498.00	373.50	49.80	E0745	Neuromuscular stimulator, electronic shock unit, non-clinical model	780.50	585.38	78.05
E0560	Humidifier, durable for supplemental humidification during IPPB treatment or oxygen delivery (e.g., Cascade Jr.)	132.10	68.74	13.21	E0747	Osteogenesis stimulator (non-invasive)	2813.76	2058.18	281.38
E0565	Compressor, air power source for equipment which is not self-contained or cylinder driven	435.30	326.48	43.53	E0749	Osteogenesis stimulator (surgically implanted)	2035.20	1526.40	203.52
					E0776	IV pole	94.41	72.32	9.44

HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental	HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental
E0781	Ambulatory infusion pump with administrative equipment, worn by patient	1877.90	1408.43	187.79	E0979	Belt, safety with velcro closure, wheelchair	26.88	22.84	2.69
E0782	Infusion pump, implantable	3616.95	2778.64	361.70	E0980	Safety vest, wheelchair	25.79	20.10	2.58
E0791	Parenteral infusion pump, stationary, single or multi-channel	1862.80	1397.10	186.28	E0990	Elevating legrest, each	80.00	71.93	8.00
E0840	Traction frame, attached to headboard, simple cervical traction	50.31	33.21	5.03	E0991	Upholstery seat	36.93	28.71	3.20
E0850	Traction stand, free standing, simple cervical traction	58.36	39.68	5.84	E0992	Solid seat insert	65.01	44.90	6.50
E0860	Traction equipment, overdoor, cervical	28.17	22.15	2.82	E0993	Back, upholstery	31.70	34.21	2.98
E0870	Traction frame, attached to footboard, simple extremity traction (e.g., Buck's)	86.94	52.94	8.69	E0994	Arm rest, each	14.51	10.44	1.39
E0880	Traction stand, free standing, simple extremity traction (e.g., Buck's)	90.73	53.32	9.07	E0995	Calf rest, each	23.05	20.49	2.31
E0890	Traction frame, attached to footboard, simple pelvic traction	93.73	70.17	9.37	E0996	Tire, solid, each	26.58	18.11	2.61
E0900	Traction stand, free standing, simple pelvic traction (e.g., Buck's)	93.64	75.79	9.36	E0997	Caster with a fork	58.02	44.29	5.80
E0910	Trapeze bars, A/K/A patient helper, attached to bed, with grab bar	160.90	120.68	16.09	E0998	Caster without fork	33.42	25.50	3.34
E0920	Fracture frame, attached to bed, includes weights	326.50	244.88	32.65	E0999	Pneumatic tire with wheel	91.15	79.60	9.12
E0930	Fracture frame, free standing, includes weights	340.60	255.45	34.06	E1000	Tire, pneumatic caster	46.48	24.32	4.65
E0935	Passive motion exercise device	—	—	534.50	E1001	Wheel, single	79.93	89.39	7.41
E0940	Trapeze bar, free standing, complete with grab bar	260.60	195.45	26.06	E1031	Rollabout chair, any and all types with castors 5" or greater	472.20	354.15	47.22
E0941	Gravity assisted traction device, any type	372.50	279.38	37.25	E1050	Fully-reclining wheelchair, fixed full length arms, swing-away detachable elevating legrests	1062.10	796.57	106.21
E0942	Cervical head harness/halter	16.41	12.31	1.64	E1060	Fully-reclining wheelchair, detachable arms, desk or full length, swing-away detachable elevating legrests	931.90	698.93	93.19
E0943	Cervical pillow	29.95	26.52	3.00	E1065	Power attachment (to convert any wheelchair to motorized wheelchair; e.g., Solo)	2400.62	1728.00	211.01
E0944	Pelvic belt/harness/boot	33.95	23.16	3.40	E1066	Battery charger	205.17	188.65	20.52
E0945	Extremity belt/harness	35.83	28.45	3.58	E1069	Deep cycle battery	96.43	68.18	8.59
E0946	Fracture, frame, dual with cross bars, attached to bed, (e.g., Balken, 4 poster)	547.20	410.40	54.72	E1070	Fully-reclining wheelchair, detachable arms, desk or full length, swing-away detachable footrests	976.90	732.68	97.69
E0947	Fracture frame, attachments for complex pelvic traction	440.23	319.92	44.02	E1083	Hemi-wheelchair, fixed full length arms, swing-away detachable elevating legrests	593.60	445.20	59.36
E0948	Fracture frame, attachments for complex cervical traction	429.31	316.24	42.93	E1084	Hemi-wheelchair, detachable arms, desk or full length arms, swing-away detachable elevating legrests	827.80	620.85	82.78
E0950	Tray	85.65	60.78	8.57	E1085	Hemi-wheelchair, fixed full length arms, swing-away detachable footrests	587.40	440.55	58.74
E0951	Loop heel, each	13.99	11.70	1.40	E1086	Hemi-wheelchair, detachable arms, desk or full length, swing-away detachable footrests	786.30	589.73	78.63
E0952	Loop toe, each	13.44	11.70	1.34	E1087	High strength lightweight wheelchair, fixed full length arms, swing-away detachable elevating legrests	954.20	715.65	95.42
E0953	Pneumatic tire, each	56.79	42.59	5.68	E1088	High strength lightweight wheelchair, detachable arms desk or full length, swing-away detachable elevating legrests	1272.10	954.07	127.21
E0954	Semi-pneumatic caster, each	42.53	31.18	4.25	E1089	High strength lightweight wheelchair, fixed length arms, swing-away detachable footrest	805.00	603.75	80.50
E0958	Wheelchair attachment to convert any wheelchair to one arm drive	348.70	261.53	34.87	E1090	High strength lightweight wheelchair, detachable arms desk or full length, swing-away detachable footrests	967.80	725.85	96.78
E0959	Amputee adapter (device used to compensate for transfer of weight due to lost limbs to maintain proper balance)	70.88	57.41	7.09	E1091	Youth wheelchair, any type	854.40	640.80	85.44
E0961	Brake extension, for wheelchair	13.84	12.56	1.33	E1092	Wide heavy duty wheelchair, detachable arms, desk or full length, swing-away detachable elevating legrests	1120.10	840.07	112.01
E0962	1" cushion, for wheelchair	49.22	36.92	4.92	E1093	Wide heavy duty wheelchair, detachable arms, desk or full length, swing-away detachable footrests	946.20	709.65	94.62
E0963	2" cushion, for wheelchair	58.25	37.36	5.83	E1100	Semi-reclining wheelchair, fixed full length arms, swing-away detachable elevating legrests	840.30	630.23	84.03
E0964	3" cushion, for wheelchair	60.41	43.54	6.04	E1110	Semi-reclining wheelchair, detachable arms (desk or full length), elevating legrests	909.10	681.83	90.91
E0965	4" cushion, for wheelchair	67.55	57.15	6.76	E1130	Standard wheelchair, fixed full length arms, fixed or swing-away detachable footrests	374.20	280.65	37.42
E0966	Hook on head rest extension	53.59	41.97	5.36	E1140	Wheelchair, detachable arms, desk or full length, swing-away detachable footrests	577.20	432.90	57.72
E0967	Wheelchair hand rims with 8 vertical rubber tipped projection, pair	109.37	82.03	10.53					
E0968	Commode seat, wheelchair	150.10	112.58	15.01					
E0969	Narrowing device, wheelchair	118.04	90.74	11.80					
E0970	No. 2 footplates, except for elevating legrest	61.98	60.08	5.80					
E0971	Anti-tipping device wheelchairs	52.14	37.95	5.21					
E0972	Transfer board, wheelchair	39.09	28.72	3.91					
E0973	Adjustable height detachable arms, desk or full length, wheelchair	73.49	78.81	7.31					
E0974	"Grade-Aid" (device to prevent rolling back on an incline) for wheelchair	66.90	50.68	5.08					
E0975	Reinforced seat upholstery, wheelchair	47.27	33.99	4.73					
E0976	Reinforced back, wheelchair, upholstery or other material	56.29	33.99	4.81					
E0977	Wedge cushion, wheelchair	57.03	38.55	2.91					
E0978	Belt, safety with airplane buckle, wheelchair	37.08	26.99	3.39					

HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental	HCPCS Code	Description	Fee For New Eqpt	Fee For Used Eqpt	Monthly Rental
E1150	Wheelchair, detachable arms, desk or full length, swing-away detachable elevating legrests	642.70	482.03	64.27	E1296	Special wheelchair seat height from floor	293.10	246.86	29.31
E1160	Wheelchair, fixed full length arms, swing-away detachable elevating legrests	505.50	379.13	50.55	E1297	Special wheelchair seat depth, by upholstery	63.84	68.92	6.38
E1170	Amputee wheelchair, fixed full length arms, swing-away detachable elevating legrests	706.60	529.95	70.66	E1298	Special wheelchair seat depth and/or width, by construction	298.89	256.55	29.89
E1171	Amputee wheelchair, fixed full length arms, without footrests or legrests	642.50	481.88	64.25	E1310	Whirlpool, non-portable (built-in type)	3390.32	1782.23	193.11
E1172	Amputee wheelchair, detachable arms (desk or full length) without footrests or legrests	726.30	544.73	72.63	E1372	Immersion external heater for nebulizer	147.81	83.09	14.78
E1180	Amputee wheelchair, detachable arms (desk or full length), swing-away detachable footrests	776.40	582.30	77.64	E1375	Nebulizer portable with small compressor, with limited flow	—	—	296.10
E1190	Amputee wheelchair, detachable arms (desk or full length), swing-away detachable elevating legrests	897.00	672.75	89.70	E1400	Oxygen concentrator, mfr spec max flow < = rate ≤ 2 liters/min at 85% or greater concentration	—	—	296.10
E1195	Heavy duty wheelchair, fixed full length arms, swing-away detachable elevating legrests	814.10	610.58	81.41	E1401	Oxygen concentrator, max flow rate 2-3 liters/min	—	—	296.10
E1200	Amputee wheelchair, fixed full length arms, swing-away detachable footrests	668.00	501.00	66.80	E1402	Oxygen concentrator, max flow rate 3-4 liters/min	—	—	296.10
E1210	Motorized wheelchair w/micro switch fixed full length arms, swing-away detachable elevating legrests	3122.40	2341.80	312.24	E1403	Oxygen concentrator, max flow rate 4-5 liters/min	—	—	296.10
E1211	Motorized wheelchair, detachable arms, desk or full length, swing-away detachable elevating legrests	3359.90	2519.93	335.99	E1404	Oxygen concentrator, max flow rate >5 liters/min at > = 85% concentration	—	—	296.10
E1212	Motorized wheelchair, fixed full length arms, swing-away detachable footrests	2512.30	1884.23	251.23	CODES BEGINNING WITH "L"				
E1213	Motorized wheelchair, detachable arms, desk or full length, swing-away detachable footrests	2863.30	2147.48	286.33	<b>HCPCS Code</b>	<b>Description</b>			<b>Fee For New Eqpt</b>
E1221	Wheelchair with fixed arm, footrests	344.80	258.60	34.48	L0100	Cervical, craniostenosis, helmet molded to patient model			351.53
E1222	Wheelchair with fixed arm, elevating legrests	680.10	510.08	68.01	L0110	Cervical, craniostenosis, helmet, non-molded			88.13
E1223	Wheelchair with detachable arms, footrests	639.10	479.33	63.91	L0120	Cervical, flexible, non-adjustable (foam collar)			16.38
E1224	Wheelchair with detachable arms, elevating legrests	1054.40	790.80	105.44	L0130	Cervical, flexible, thermoplastic collar, molded to patient			143.00
E1225	Semi-reclining back for customized wheelchair	302.50	226.88	30.25	L0140	Cervical, semi-rigid, adjustable (plastic collar)			38.82
E1226	Full-reclining back for customized wheelchair	499.29	328.84	32.54	L0150	Cervical, semi-rigid, adjustable molded chin cup (plastic collar with mandibular/occipital piece)			72.34
E1227	Special height arms for wheelchair	229.67	172.25	22.58	L0160	Cervical, semi-rigid, wire frame occipital/mandibular support			126.09
E1228	Special back height for wheelchair	167.30	125.48	16.73	L0170	Cervical, collar, molded to patient model			378.20
E1230	Power-operated vehicle (3 or 4 wheel non-highway), specify brand name & model number	1684.22	1066.31	168.42	L0172	Cervical, collar, semi-rigid, thermoplastic foam, two-piece			90.40
E1240	Lightweight wheelchair, detachable arms (desk or full length), swing-away detachable elevating legrests	848.60	636.45	84.86	L0174	Cervical, collar, semi-rigid, thermoplastic foam, two-piece with thoracic extension			156.71
E1250	Lightweight wheelchair, fixed full length arms, swing-away detachable footrests	573.70	430.28	57.37	L0180	Cervical, multiple post collar, occipital/mandibular supports, adjustable			228.01
E1260	Lightweight wheelchair, detachable arms (desk or full length), swing-away detachable footrests	809.10	606.83	80.91	L0190	Cervical, multiple post collar, occipital/mandibular supports, adjustable cervical bars (SOMI, Guilford, Taylor types)			325.67
E1270	Lightweight wheelchair, fixed full length arms, swing-away detachable elevating legrests	631.90	473.93	63.19	L0200	Cervical, multiple post collar, occipital/mandibular supports, adjustable cervical bars, and thoracic extension			316.70
E1280	Heavy duty wheelchair, detachable arms (desk or full length), elevating legrests	1010.20	757.65	101.02	L0210	Thoracic, rib belt, custom fitted			26.15
E1285	Heavy duty wheelchair, fixed full length arms, swing-away detachable footrests	800.20	600.15	80.02	L0220	Thoracic, rib belt, custom fabricated			92.33
E1290	Heavy duty wheelchair, detachable arms (desk or full length), swing-away detachable footrests	993.00	744.75	99.30	L0300	Thoracic-lumbar-sacral-orthoses, (TLSO), flexible dorso-lumbar surgical support, custom fitted			115.80
E1295	Heavy duty wheelchair, fixed full length arms, elevating legrests	950.70	713.03	95.07	L0310	TLSO, flexible dorso-lumbar surgical support, custom fabricated			282.69
					L0315	TLSO, flexible dorso-lumbar surgical support, elastic type, with rigid posterior panel			172.38
					L0317	TLSO, flexible dorso-lumbar surgical support, hyperextension, elastic type, with rigid posterior panel			215.10
					L0320	TLSO, anterior-posterior control (Taylor type), with apron front			328.29
					L0330	TLSO, anterior-posterior-lateral control (Knight-Taylor type), with apron front			350.22
					L0340	TLSO, anterior-posterior-lateral-rotary control (Arnold, Magnuson, Steindler types), with apron front			395.88
					L0350	TLSO, anterior-posterior-lateral-rotary control, flexion compression jacket, custom fitted			576.00
					L0360	TLSO, anterior-posterior-lateral-rotary control, flexion compression jacket, molded to patient			1,035.62
					L0370	TLSO, anterior-posterior-lateral-rotary control, hyperextension (Jewett, Lennox, Baker, Cash types)			322.39
					L0380	TLSO, anterior-posterior-lateral-rotary control, with extensions			406.53
					L0390	TLSO, anterior-posterior-lateral control (body jacket), molded to patient model			1,109.97
					L0400	TLSO, anterior-posterior-lateral control (body jacket), molded to patient model, with interface material			1,253.02
					L0410	TLSO, anterior-posterior-lateral control (body jacket), two-piece construction, molded to patient model			1,048.73

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L0420	TLSO, anterior-posterior-lateral control (body jacket), two-piece construction, molded to patient model, with interface material	1,128.02	L1100	Addition to CTLSO or scoliosis orthosis, ring flange, plastic or leather	113.66
L0430	TLSO, anterior-posterior-lateral control (body jacket), with interface material, custom fitted	914.86	L1110	Addition to CTLSO or scoliosis orthosis, ring flange, plastic or leather, molded to patient model	154.66
L0440	TLSO, anterior-posterior-lateral control (body jacket), with overlapping front section, spring steel front, custom fitted	817.28	L1120	Addition to CTLSO or scoliosis orthosis, cover for upright, each	23.76
L0500	Lumbar-sacral-orthoses, (LSO), flexible, (lumbo-sacral surgical support), custom fitted	87.07	L1200	Thoracic-lumbar-sacral-orthoses (TLSO), inclusive of furnishing initial orthosis only	971.24
L0510	LSO, flexible (lumbo-sacral surgical support), custom fabricated	163.16	L1210	Addition to TLSO (low profile), lateral thoracic extension	205.11
L0515	LSO, flexible (lumbo-sacral surgical support), elastic type, with rigid posterior panel	110.30	L1220	Addition to TLSO (low profile), anterior thoracic extension	207.78
L0520	LSO, anterior-posterior-lateral control (Knight, Wilcox types), with apron front	323.18	L1230	Addition to TLSO (low profile), Milwaukee type superstructure	476.65
L0530	LSO, anterior-posterior control (Macausland type), with apron front	243.05	L1240	Addition to TLSO (low profile), lumbar derotation pad	56.37
L0540	LSO, lumbar flexion, (Williams flexion type)	309.87	L1250	Addition to TLSO (low profile), anterior asis pad	54.54
L0550	LSO, anterior-posterior-lateral control (body jacket), molded to patient model	989.91	L1260	Addition to TLSO (low profile), anterior thoracic derotation pad	54.54
L0560	LSO, anterior-posterior-lateral control (body jacket), molded to patient model, with interface material	1,135.90	L1270	Addition to TLSO (low profile), abdominal pad	55.46
L0565	LSO, anterior-posterior-lateral control (body jacket), custom fitted	667.17	L1280	Addition to TLSO (low profile), rib gusset (elastic), each	61.72
L0600	Sacroiliac, flexible (sacroiliac surgical support), custom fitted	58.06	L1290	Addition to TLSO (low profile), lateral trochanteric pad	51.23
L0610	Sacroiliac, flexible (sacroiliac surgical support), custom fabricated	172.90	L1300	Other scoliosis procedure, body jacket molded to patient model	1,307.02
L0620	Sacroiliac, semi-rigid, (Goldthwaite, Osgood types), with apron front	360.05	L1310	Other scoliosis procedure, post-operative body jacket	1,298.69
L0700	Cervical-thoracic-lumbar-sacral-orthoses (CTLSO), anterior-posterior-lateral control, molded to patient model (Minerva type)	1,452.84	L1500	Thoracic-hip-knee-ankle orthoses (THKAO), mobility frame, (Newington, Parapodium types)	1,138.24
L0710	CTLSO, anterior-posterior-lateral control, molded to patient model, with interface material, (Minerva type)	1,604.90	L1510	THKAO, standing frame	747.52
L0810	Halo procedure, cervical halo incorporated into jacket vest	1,611.09	L1520	THKAO, swivel walker	1,443.95
L0820	Halo procedure, cervical halo incorporated into plaster body jacket	1,510.92	L1600	Hip orthosis (HO), abduction control of hip joints, flexible, freika type with cover	73.52
L0830	Halo procedure, cervical halo incorporated into Milwaukee type orthosis model	1,969.94	L1610	HO, abduction control of hip joints, flexible, frejka cover only	35.79
L0860	Addition to halo procedures, magnetic resonance image compatible system	774.08	L1620	HO, abduction control of hip joints, flexible, Pavlik harness	103.18
L0900	Torso support, ptosis support, custom fitted	92.81	L1630	HO, abduction control of hip joints, semi-flexible (Von Rosen type)	103.02
L0910	Torso support, ptosis support, custom fabricated	202.24	L1640	HO, abduction control of hip joints, static pelvic band or spreader bar, thigh cuffs	286.38
L0920	Torso support, pendulous abdomen support, custom fitted	125.38	L1650	HO, abduction control of hip joints, static, adjustable, custom fitted (lflfed type)	159.01
L0930	Torso support, pendulous abdomen support, custom fabricated	236.90	L1660	HO, abduction control of hip joints, static, plastic, custom fitted	98.58
L0940	Torso support, post surgical support, custom fitted	118.26	L1680	HO, abduction control of hip joints, dynamic, pelvic control, adjustable hip motion control, thigh cuffs (Rancho hip action type)	740.43
L0950	Torso support, post surgical support, custom fabricated	229.10	L1685	HO, abduction control of hip joints post-operative hip abduction type, custom fabricated	786.30
L0960	Torso support, post surgical support, pads for post surgical support	50.08	L1686	HO, abduction control of hip joints post-operative hip abduction type, custom fitted	785.25
L0970	TLSO, corset front	84.49	L1700	Legg Perthes orthosis, Toronto type	917.50
L0972	LSO, corset front	72.12	L1710	Legg Perthes orthosis, Newington type	1,066.91
L0974	TLSO, full corset	110.68	L1720	Legg Perthes orthosis, trilateral, Tachdijan type	792.45
L0976	LSO, full corset	94.41	L1730	Legg Perthes orthosis, Scottish Rite type	687.24
L0978	Axillary crutch extension	116.92	L1750	Legg Perthes orthosis, Legg Perthes sling (Sam Brown type)	157.98
L0980	Peroneal straps, pair	10.31	L1755	Legg Perthes orthosis, pattern bottom type	1,097.88
L0982	Stocking supporter grips, set of four (4)	9.78	L1800	Knee orthosis, KO, elastic with stays	38.86
L1000	Cervical-thoracic-lumbar-sacral orthosis (CTLSO) (Milwaukee), inclusive of furnishing initial orthosis, including model	1,445.62	L1810	KO, elastic with joints	61.52
L1010	Addition to cervical-thoracic-lumbar-sacral orthosis (CTLSO) of scoliosis, axilla sling	41.21	L1815	KO, elastic with condylar pads	59.34
L1020	Addition to CTLSO or scoliosis orthosis, kyphosis pad	51.55	L1820	KO, elastic with condylar pads and joints	94.31
L1025	Addition to CTLSO or scoliosis orthosis, kyphosis pad, floating	103.57	L1825	KO, elastic knee cap	34.34
L1030	Addition to CTLSO or scoliosis orthosis, lumbar bolster pad	37.53	L1830	KO, immobilizer, canvas longitudinal	62.17
L1040	Addition to CTLSO or scoliosis, lumbar of lumbar rib pad	45.12	L1832	KO; adjustable knee joints, positional orthosis, rigid support, custom fitted	476.27
L1050	Addition to CTLSO or scoliosis orthosis, sternal pad	57.21	L1834	KO, without knee joint, rigid, molded to patient model	521.71
L1060	Addition to CTLSO or scoliosis orthosis, thoracic pad	73.37	L1840	KO, derotation, medial-lateral, anterior cruciate ligament, custom fabricated to patient model	682.12
L1070	Addition to CTLSO or scoliosis orthosis, trapceze sling	66.11	L1845	KO, double upright, thigh and calf, with adjustable flexion and extension joint, medial-lateral and rotation control, custom fitted	623.14
L1080	Addition to CTLSO or scoliosis orthosis, outrigger	37.12	L1846	KO, double upright, thigh and calf, with adjustable flexion and extension joint, medial-lateral and rotation control, molded to patient model	737.98
L1085	Addition to CTLSO or scoliosis orthosis, outrigger, bilateral with vertical extensions	110.01	L1850	KO, Swedish type	197.66
L1090	Addition to CTLSO or scoliosis or orthosis, lumbar sling	71.58	L1855	KO, molded plastic, thigh and calf sections, with double upright knee joints, molded to patient model	834.87
			L1858	KO, molded plastic, polycentric knee joints, pneumatic knee pads (CTL)	808.65
			L1860	KO, modification of supracondylar prosthetic socket, molded to patient model (SK)	752.94

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L1870	KO, double upright, thigh and calf lacers, molded to patient model with knee joints	684.44	L2132	KAFO, fracture orthosis, femoral fracture cast orthosis, soft custom fitted	663.70
L1880	KO, double upright, non-molded thigh and calf cuffs/lacers with knee joints	491.55	L2134	KAFO, fracture orthosis, femoral fracture cast orthosis, semi-rigid custom fitted	739.97
L1900	Ankle-foot orthosis (AFO), spring wire, dorsiflexion assist, calf band	161.65	L2136	KAFO, fracture orthosis, femoral fracture cast orthosis, rigid custom fitted	880.56
L1902	AFO, ankle gauntlet, custom fitted	64.64	L2180	Addition to lower extremity fracture orthosis, plastic shoe insert with ankle joints	73.22
L1904	AFO, molded ankle gauntlet, molded to patient model	356.61	L2182	Addition to lower extremity fracture orthosis, drop lock knee joint	62.13
L1906	AFO, multiligamentous ankle support	72.94	L2184	Addition to lower extremity fracture orthosis, limited motion knee joint	85.93
L1910	AFO, posterior, single bar, clasp attachment to shoe counter	234.93	L2186	Addition to lower extremity fracture orthosis, adjustable motion knee joint, lerman type	125.95
L1920	AFO, single upright with static or adjustable stop, (Phelps or Perlstein type)	215.09	L2188	Addition to lower extremity fracture orthosis, quadrilateral brim	249.24
L1930	AFO, custom fitted, plastic	143.47	L2190	Addition to lower extremity fracture orthosis, waist belt	62.86
L1940	AFO, molded to patient model, plastic	435.59	L2192	Addition to lower extremity fracture orthosis, hip joint, pelvic band, thigh flange, and pelvic belt	272.37
L1945	AFO, molded to patient model, plastic, rigid anterior tibial section (floor reaction)	671.58	L2200	Addition to lower extremity, limited ankle motion, each joint	42.96
L1950	AFO, spiral, molded to patient model, (IRM type), plastic	546.81	L2210	Addition to lower extremity, dorsiflexion assist, (plantar flexion resist), each joint	53.95
L1960	AFO, posterior, solid ankle, molded to patient model, plastic	494.86	L2220	Addition to lower extremity, dorsiflexion and plantar flexion assist/resist, each joint	71.09
L1970	AFO, plastic molded to patient model, with ankle joint	450.40	L2230	Addition to lower extremity, split flat caliper stirrups and plate attachment	68.56
L1980	AFO, single upright, free dorsiflexion, solid stirrup, calf band/cuff (single bar "BK" orthosis)	293.83	L2240	Addition to lower extremity, round caliper and plate attachment	55.90
L1990	AFO, double upright free plantar dorsiflexion, solid stirrup, calf band/cuff (double bar "BK" orthosis)	373.71	L2250	Addition to lower extremity, foot plate, molded to patient model, stirrup attachment	253.37
L2000	Kneec-ankle-foot-orthosis (KAFO), single upright, free ankle, solid stirrup, thigh and calf bands/cuffs (single bar "AK" orthosis)	747.92	L2260	Addition to lower extremity, reinforced solid stirrup (Scott-Craig type)	164.08
L2010	KAFO, single upright, free ankle, solid stirrup, thigh and calf bands/cuffs (single bar "AK" orthosis), without knee joint	676.31	L2265	Addition to lower extremity, long tongue stirrup	74.03
L2020	KAFO, double upright, free knee, free ankle, solid stirrup, thigh and calf bands/cuffs (double bar "AK" orthosis)	743.31	L2270	Addition to lower extremity, varus/valgus correction ("T") strap, padded/lined or malleolus pad	47.36
L2030	KAFO, double upright, free ankle, solid stirrup, thigh and calf bands/cuffs (double bar "AK" orthosis), without knee joint	919.05	L2280	Addition to lower extremity, molded inner boot	282.70
L2036	KAFO, full plastic, double upright, free knee, molded to patient model	1,399.25	L2300	Addition to lower extremity, abduction bar (bilateral hip involvement), jointed, adjustable	222.95
L2037	KAFO, full plastic, single upright, free, molded to patient model	1,236.66	L2310	Addition to lower extremity, abduction bar, straight	80.56
L2038	KAFO, full plastic, without knee joint, multi-axis, molded to patient model (lively orthosis or equal)	1,282.70	L2320	Addition to lower extremity, non-molded lacer	134.72
L2040	HKAFO, torsion control, bilateral rotation straps, pelvic band/belt	137.71	L2330	Addition to lower extremity, lacer, molded to patient model	253.59
L2050	HKAFO, torsion control, bilateral torsion cables, hip joint, pelvic band/belt	290.62	L2335	Addition to lower extremity, anterior swing band	155.45
L2060	HKAFO, torsion control, bilateral torsion cables, ball bearing hip joint, pelvic band/belt	349.52	L2340	Addition to lower extremity, pre-tibial shell, molded to patient model	351.01
L2070	HKAFO, torsion control, unilateral rotation straps, pelvic band/belt	89.24	L2350	Addition to lower extremity, prosthetic type "BK" socket, molded to patient model (used for "PTB" "AFO" orthosis)	627.52
L2080	HKAFO, torsion control, unilateral, torsion cables, hip joint, pelvic band/belt	282.87	L2360	Addition to lower extremity, extended steel shank	46.52
L2090	HKAFO, torsion control, unilateral torsion cables, ball bearing hip joint, pelvic band/belt	270.88	L2370	Addition to lower extremity, patten bottom	222.30
L2102	Ankle-foot-orthosis (AFO), fracture orthosis, tibial fracture cast orthosis, plaster type casting material, molded to patient	280.90	L2375	Addition to lower extremity, torsion control, ankle joint and half solid stirrup	80.97
L2104	AFO, fracture orthosis, tibial fracture cast orthosis, synthetic type casting material, molded to patient	300.98	L2380	Addition to lower extremity, torsion control, straight knee joint, each joint	70.17
L2106	AFO, fracture orthosis, tibial fracture cast orthosis, thermoplastic type casting material, molded to patient	420.32	L2385	Addition to lower extremity, straight knee joint, heavy duty, each joint	79.30
L2108	AFO, fracture orthosis, tibial fracture cast orthosis, molded to patient model	765.61	L2390	Addition to lower extremity, offset knee joint, each joint	70.52
L2112	AFO, fracture orthosis, tibial fracture orthosis, soft custom fitted	334.57	L2395	Addition to lower extremity, offset knee joint, heavy duty, each joint	92.90
L2114	AFO, fracture orthosis, tibial fracture orthosis, semi-rigid custom fitted	439.58	L2405	Addition to knee joint, drop lock, each joint	32.97
L2116	AFO, fracture orthosis, tibial fracture orthosis, rigid custom fitted	495.75	L2415	Addition to knee joint, cam lock (Swiss, French, Bail types), each joint	122.01
L2122	Kneec-ankle-foot-orthosis (KAFO), fracture orthosis, femoral fracture cast orthosis, plaster type casting material, molded to patient	656.03	L2425	Addition to knee joint, disc or dial lock for adjustable knee flexion, each joint	146.57
L2124	KAFO, fracture orthosis, femoral fracture cast orthosis, synthetic type casting material, molded to patient	734.37	L2435	Addition to knee joint, polycentric joint, each joint	118.41
L2126	KAFO, fracture orthosis, femoral fracture cast orthosis, thermoplastic type casting material, molded to patient	902.15	L2492	Addition to knee joint, lift loop for drop lock ring	86.12
L2128	KAFO, fracture orthosis, femoral fracture cast orthosis, molded to patient model	1,209.09	L2500	Addition to lower extremity, thigh/weight bearing, gluteal/ischial weight bearing, ring	186.08
			L2510	Addition to lower extremity, thigh/weight bearing, quadrilateral brim, molded to patient model	473.01
			L2520	Addition to lower extremity, thigh/weight bearing, quadrilateral brim, custom fitted	309.95
			L2525	Addition to lower extremity, thigh/weight bearing, ischial containment/narrow M-L brim, molded to patient model	872.97
			L2526	Addition to lower extremity, thigh/weight bearing, ischial containment/ narrow M-L brim, custom fitted	458.59
			L2530	Addition to lower extremity, thigh/weight bearing, lacer, non-molded	192.13

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L2540	Addition to lower extremity, thigh/weight bearing, lacer, molded to patient model	262.44	L3825	WHFO, addition to short and long opponens, M.P. extension stop	38.39
L2550	Addition to lower extremity, thigh/weight bearing, high roll cuff	173.11	L3830	WHFO, addition to short and long opponens, M.P. extension assist	56.63
L2570	Addition to lower extremity, pelvic control, hip joint, clevis type, two position hip joint, each	352.15	L3835	WHFO, addition to short and long opponens, M.P. spring extension assist	60.95
L2580	Addition to lower extremity, pelvic control, pelvic sling	323.83	L3840	WHFO, addition to short and long opponens, spring swivel thumb	41.41
L2600	Addition to lower extremity, pelvic control, hip joint, clevis type or thrust bearing, free, each	158.91	L3845	WHFO, addition to short and long opponens, thumb I.P. extension assist, with M.P. stop	47.75
L2610	Addition to lower extremity, pelvic control, hip joint, clevis type or thrust bearing, lock, each	152.57	L3850	WHFO, addition to short and long opponens, action wrist with dorsiflexion assist	99.93
L2620	Addition to lower extremity, pelvic control, hip joint, heavy duty, each	219.37	L3855	WHFO, addition to short and long opponens, adjustable M.P. flexion control	70.27
L2622	Addition to lower extremity, pelvic control, hip joint, adjustable flexion, each	210.12	L3860	WHFO, addition to short and long opponens, adjustable M.P. flexion control and I.P.	97.11
L2624	Addition to lower extremity, pelvic control, hip joint, adjustable flexion, extension, abduction control, each	197.31	L3900	WHFO, dynamic flexor hinge; reciprocal wrist extension/flexion, finger flexion/extension, wrist or finger driven	984.26
L2627	Addition to lower extremity, pelvic control, plastic, molded to patient model, reciprocating hip joint and cables	1,158.68	L3901	WHFO, dynamic flexor hinge; reciprocal wrist extension/flexion, finger flexion/extension, cable driven	1,156.39
L2628	Addition to lower extremity, pelvic control, metal frame, reciprocating hip joint and cables	1,169.36	L3902	WHFO, external powered, compressed gas	1,423.90
L2630	Addition to lower extremity, pelvic control, band and belt unilateral	152.53	L3904	WHFO, external powered, electric	1,713.93
L2640	Addition to lower extremity, pelvic control, band and belt bilateral	280.63	L3906	WHFO, wrist gauntlet, molded to patient model	345.54
L2650	Addition to lower extremity, pelvic and thoracic control, gluteal pad, each	87.36	L3907	WHFO, wrist gauntlet with thumb spica, molded to patient model	372.72
L2660	Addition to lower extremity, thoracic control, thoracic band	105.59	L3908	WHFO, wrist extension control cock-up, canvas or leather design, non-molded	47.88
L2670	Addition to lower extremity, thoracic control, paraspinal uprights	125.23	L3910	WHFO, Swanson design	278.37
L2680	Addition to lower extremity, thoracic control, lateral support uprights	112.35	L3912	WHFO, flexion glove with elastic finger control	69.72
L2750	Addition to lower extremity orthosis, plating chrome or nickel, per bar	54.80	L3914	WHFO, wrist extension cock-up	57.04
L2760	Addition to lower extremity orthosis, extension, per extension, per bar (for lineal adjustment for growth)	43.74	L3916	WHFO, wrist extension cock-up, with outrigger	89.91
L2770	Addition to lower extremity orthosis, stainless steel, per bar or joint	43.46	L3918	WHFO, knuckle bender	47.31
L2780	Addition to lower extremity orthosis, non-corrosive finish, per bar	39.55	L3920	WHFO, knuckle bender, with outrigger	77.23
L2785	Addition to lower extremity orthosis, drop lock retainer, each	21.95	L3922	WHFO, knuckle bender, two segment to flex joints	58.67
L2795	Addition to lower extremity orthosis, knee control, full knee cap	66.92	L3924	WHFO, Oppenheimer	75.78
L2800	Addition to lower extremity orthosis, knee control, knee cap, medial or lateral pull	80.00	L3926	WHFO, Thomas suspension	71.89
L2810	Addition to lower extremity orthosis, knee control, condylar pad	57.66	L3928	WHFO, finger extension with clock spring	50.57
L2820	Addition to lower extremity orthosis, soft interface for molded plastic, below knee section	55.81	L3930	WHFO, finger extension, with wrist support	45.22
L2830	Addition to lower extremity orthosis, soft interface for molded plastic, above knee section	58.53	L3932	WHFO; safety pin, spring wire	27.49
L2840	Addition to lower extremity orthosis, tibial length sock, fracture or equal, each	35.78	L3934	WHFO, safety pin, modified	29.05
L2850	Addition to lower extremity orthosis, femoral length sock, fracture or equal each	43.65	L3936	WHFO, Palmer	61.81
L3215	Orthopedic footwear, ladies shoes, oxford	79.32	L3938	WHFO, dorsal wrist	61.81
L3219	Orthopedic footwear, mens shoes, oxford	82.12	L3940	WHFO, dorsal wrist, with outrigger attachment	74.80
L3650	Shoulder orthosis (SO), figure of "8" design abduction restrainer	42.46	L3942	WHFO, reverse knuckle bender	46.28
L3660	SO, figure of "8" design abduction restrainer, canvas and webbing	76.06	L3944	WHFO, reverse knuckle bender, with outrigger	73.51
L3670	SO, acromio/clavicular (canvas and webbing type)	87.42	L3946	WHFO, composite elastic	58.39
L3700	Elbow orthosis (EO), elastic with stays	48.44	L3948	WHFO, finger knuckle bender	45.82
L3710	EO, elastic with metal joints	79.85	L3950	WHFO, combination Oppenheimer, with knuckle bender and two attachments	118.44
L3720	EO, double upright with forearm/arm cuffs, free motion	510.77	L3952	WHFO, combination Oppenheimer, with reverse knuckle bender and two attachments	119.21
L3730	EO, double upright with forearm/arm cuffs, extension/flexion assist	544.70	L3954	WHFO, spreading hand	65.20
L3740	EO, double upright with forearm/arm cuffs, adjustable position lock with active control	652.96	L3960	Shoulder-elbow-wrist-hand orthosis SEWHO, abduction positioning, airplane design	566.85
L3800	Wrist-hand-finger-orthosis (WHFO) short opponens, no attachments	112.58	L3962	SEWHO, abduction positioning, Erbs Palsey design	526.63
L3805	WHFO, long opponens, no attachment	265.19	L3963	SEWHO, molded shoulder, arm, forearm, and wrist, with articulating elbow joint	965.08
L3810	WHFO, addition to short and long opponens, thumb abduction "C" bar	38.30	L3964	SEWHO, mobile arm support attached to wheelchair, balanced and fitted to patient, adjustable	517.74
L3815	WHFO, addition to short and long opponens, second M.P. abduction assist	37.53	L3965	SEWHO, radial arm support attached to wheelchair, balanced and fitted to patient, adjustable Rancho type	710.17
L3820	WHFO, addition to short and long opponens, I.P. extension assist with M.P. extension stop	74.42	L3966	SEWHO, mobile arm support attached to wheelchair, balanced and fitted to patient, reclining	697.49
			L3968	SEWHO, mobile arm support attached to wheelchair, balanced and fitted to patient, friction arm support, (friction dampening to proximal and distal joints)	846.68
			L3969	SEWHO, mobile arm support, monosuspension arm and hand support, overhead elbow forearm hand sling support, yoke type arm suspension support	523.46
			L3970	SEWHO, addition to mobile arm support, elevating proximal arm	253.02
			L3972	SEWHO, addition to mobile arm support, offset or lateral rocker arm with elastic balance control	170.60
			L3974	SEWHO, addition to mobile arm support, supinator	139.07
			L3980	Upper extremity fracture orthosis, humeral	272.10
			L3982	Upper extremity fracture orthosis, radius/ulnar	255.57
			L3984	Upper extremity fracture orthosis, wrist	201.68
			L3985	Upper extremity fracture orthosis, forearm, hand with wrist hinge	486.86

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L3986	Upper extremity fracture orthosis, combination of humeral, radius/ulnar, wrist, (example—Colles fracture)	368.78		pension, below knee, each additional cast change and realignment	344.27
L3995	Addition to upper extremity orthosis, sock, fracture or equal, each	21.47	L5420	Immediate post surgical or early fitting, application of initial rigid dressing, including fitting, alignment and suspension and one cast change "AK" or knee disarticulation	986.87
L4000	Replace girdle for Milwaukee orthosis	891.37			
L4010	Replace trilateral socket brim	413.32	L5430	Immediate post surgical or early fitting, application of initial rigid dressing, including fitting, alignment and suspension, "AK" or knee disarticulation, each cast change and realignment	472.21
L4020	Replace quadrilateral socket brim, molded to patient model	618.99	L5450	Immediate post surgical or early fitting, application of non-weight bearing rigid dressing, below knee	276.28
L4030	Replace quadrilateral socket brim, custom fitted	310.53	L5460	Immediate post surgical or early fitting, application of non-weight bearing rigid dressing, above knee	326.14
L4040	Replace molded thigh lacer	252.65	L5500	Initial, below knee "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, plaster socket, direct formed	922.17
L4045	Replace non-molded thigh lacer	193.44	L5505	Initial, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, plaster socket, direct formed	1,224.84
L4050	Replace molded calf lacer	274.16	L5510	Preparatory, below knee, "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, plaster cover, molded to model	969.62
L4055	Replace non-molded calf lacer	157.66	L5520	Preparatory, below knee, "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, thermoplastic or equal, direct formed	1,252.59
L4060	Replace high roll cuff	195.37	L5530	Preparatory, below knee, "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, thermoplastic or equal, molded to model	1,256.38
L4070	Replace proximal and distal upright for "AKO"	162.83	L5535	Preparatory, below knee, "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, prefabricated, adjustable open end socket	1,306.05
L4080	Replace metal bands "KAFO", proximal thigh	75.31	L5540	Preparatory, below knee, "PTB" type socket, "USMC" or equal pylon, no cover, Sach foot, laminated socket, molded to model	1,269.86
L4090	Replace metal bands "KAFO-AFO", calf or distal thigh	59.44	L5560	Preparatory, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, plaster socket, molded to model	1,500.31
L4100	Replace leather cuff "KAFO", proximal thigh	80.40	L5570	Preparatory, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, thermoplastic or equal, direct formed	1,581.76
L4110	Replace leather cuff "KAFO-AFO", calf or distal thigh	69.59	L5580	Preparatory, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, thermoplastic or equal, molded to model	1,753.04
L4130	Replace pretibial shell	302.79	L5585	Preparatory, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, prefabricated adjustable open end socket	1,638.70
L4310	Multi-Podus or equal orthotic preparatory management system for lower extremities	275.13	L5590	Preparatory, above knee—knee disarticulation, ischial level socket, "USMC" or equal pylon, no cover, Sach foot, laminated socket, molded to model	1,608.83
L4320	Addition to AFO, Multi-Podus (or equal) orthotic preparatory management system for lower extremities, flexible foot positioner w/soft interface for AFO, with velcro closure, custom fitted	94.23	L5595	Preparatory, hip disarticulation—hemipelvectomy, pylon, no cover, Sach foot, thermoplastic or equal, molded to patient model	2,844.43
L4350	Pneumatic ankle control splint (aircast or equal)	64.30	L5600	Preparatory, hip disarticulation—hemipelvectomy, pylon, no cover, Sach foot, laminated socket, molded to patient model	3,045.18
L4360	Pneumatic walking splint (aircast or equal)	203.25	L5610	Addition to lower extremity, above knee, hydraulic cadence system	1,361.24
L4370	Pneumatic full leg splint (aircast or equal)	115.96	L5611	Addition to lower extremity, above knee—knee disarticulation, "OHC" 4-bar linkage, with friction swing phase control	1,037.38
L4380	Pneumatic knee splint (aircast or equal)	76.28	L5613	Addition to lower extremity, above knee—knee disarticulation, "OHC" 4-bar linkage, with hydraulic swing phase control	1,618.35
L5000	Partial foot, shoe insert with longitudinal arch, toe filler	310.43	L5616	Addition to lower extremity, above knee, universal multiplex system, friction swing phase control	925.39
L5010	Partial foot, molded socket, ankle height, with toe filler	939.85	L5618	Addition to lower extremity, test socket, Symes	209.39
L5020	Partial foot, molded socket, tibial tubercle height, with toe filler	1,336.23	L5620	Addition to lower extremity, test socket, below knee	193.07
L5050	Ankle Symes, molded sock, Sach foot	1,767.70	L5622	Addition to lower extremity, test socket, knee disarticulation	324.49
L5060	Ankle Symes, metal frame, molded leather socket, articulated ankle/foot	1,966.12	L5624	Addition to lower extremity, test socket, above knee	304.51
L5100	Below knee, molded socket, shin, Sach foot	1,425.79	L5626	Addition to lower extremity, test socket, hip disarticulation	371.26
L5105	Below knee, plastic socket, joints and thigh lacer, Sach foot	2,688.46	L5628	Addition to lower extremity, test socket, hemipelvectomy	381.54
L5150	Knee disarticulation (or through knee), molded socket, external knee joints, shin, Sach foot	3,294.44	L5629	Addition to lower extremity, below knee, acrylic socket	297.65
L5160	Knee disarticulation (or through knee), molded socket, bent knee configuration, external knee joints, shin, Sach foot	2,461.44	L5630	Addition to lower extremity, Symes type, expandable wall socket	355.27
L5200	Above knee, molded socket, single axis constant friction knee, shin, Sach foot	2,010.07	L5631	Addition to lower extremity, above knee or knee disarticulation, acrylic socket	404.25
L5210	Above knee, short prosthesis, no knee joint ("stubbies"), with foot blocks, no ankle joints, each	1,938.78	L5632	Addition to lower extremity, Symes type, "PTB" brim design socket	180.23
L5220	Above knee, short prosthesis, no knee joint ("stubbies"), with articulated ankle/foot, dynamically aligned, each	2,168.99			
L5230	Above knee, for proximal femoral focal deficiency, constant friction knee, shin, Sach foot	2,429.79			
L5250	Hip disarticulation, Canadian type; molded socket, hip joint, single axis constant friction knee, Sach foot	3,964.65			
L5270	Hip disarticulation, tilt table type; molded socket, locking hip joint, single axis constant friction knee, shin, Sach foot	3,329.66			
L5280	Hemipelvectomy, Canadian type; molded socket, hip joint, single axis constant friction knee, shin, Sach foot	3,313.07			
L5300	Below knee, molded socket, Sach foot, endoskeletal system including soft cover and finishing	1,800.81			
L5310	Knee disarticulation (or through knee), molded socket, Sach foot endoskeletal system, including soft cover and finishing	3,522.65			
L5320	Above knee, molded socket, open end, Sach foot, endoskeletal system, single axis knee, including soft cover and finishing	2,611.90			
L5330	Hip disarticulation, Canadian type; molded socket, endoskeletal system, single axis knee, hip joint, Sach foot, including soft cover and finishing	3,729.91			
L5340	Hemipelvectomy, Canadian type; molded socket, endoskeletal system, single axis knee, hip joint, Sach foot, including soft cover and finishing	5,070.18			
L5400	Immediate post surgical or early fitting, application of initial rigid dressing including fitting, alignment, suspension, and one cast change, below knee	875.51			
L5410	Immediate post surgical or early fitting, application of initial rigid dressing, including fitting, alignment and sus-				

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L5634	Addition to lower extremity, Symes type, posterior opening (Canadian) socket	217.05	L5694	Addition to lower extremity, above knee, pelvic control belt, padded and lined	118.09
L5636	Addition to lower extremity, Symes type, medial opening socket	166.63	L5695	Addition to lower extremity, above knee, pelvic control, sleeve suspension, neoprene or equal, each	130.45
L5637	Addition to lower extremity, below knee, total contact	219.90	L5696	Addition to lower extremity, above knee or knee disarticulation, pelvic joint	147.87
L5638	Addition to lower extremity, below knee, leather socket	338.09	L5697	Addition to lower extremity, above knee or knee disarticulation, pelvic band	50.65
L5639	Addition to lower extremity, below knee, wood socket	831.38	L5698	Addition to lower extremity, above knee or knee disarticulation, silesian bandage	87.99
L5640	Addition to lower extremity, knee disarticulation, leather socket	572.60	L5699	All lower extremity prosthesis, shoulder harness	117.93
L5642	Addition to lower extremity, above knee, leather socket	443.84	L5710	Addition, exoskeletal knee-shin system, single axis, manual lock	229.69
L5643	Addition to lower extremity, hip disarticulation, flexible inner socket, external frame	1,011.85	L5711	Addition, exoskeletal knee-shin system, single axis, manual lock, ultra-light material	376.27
L5644	Addition to lower extremity, above knee, wood socket	378.79	L5712	Addition, exoskeletal knee-shin system, single axis, friction swing and stance phase control (safety knee)	304.92
L5645	Addition to lower extremity, below knee, flexible inner socket, external frame	490.59	L5714	Addition, exoskeletal knee-shin system, single axis, variable friction swing phase control	351.58
L5646	Addition to lower extremity, below knee, air cushion socket	357.30	L5716	Addition, exoskeletal knee-shin system, polycentric mechanical stance phase lock	514.95
L5647	Addition to lower extremity, below knee, suction socket	523.36	L5718	Addition, exoskeletal knee-shin system, polycentric friction swing and stance phase control	595.55
L5648	Addition to lower extremity, above knee, air cushion socket	422.90	L5722	Addition, exoskeletal knee-shin system, single axis, pneumatic swing, friction stance phase control	601.20
L5649	Addition to lower extremity, ischial containment/narrow M-L socket	1,413.30	L5724	Addition, exoskeletal knee-shin system, single axis, fluid swing phase control	1,195.58
L5650	Addition to lower extremity, total contact, above knee or knee disarticulation socket	477.00	L5726	Addition, exoskeletal knee-shin system, single axis, external joints, fluid swing phase control	1,268.89
L5651	Addition to lower extremity, above knee, flexible inner socket, external frame	760.91	L5728	Addition, exoskeletal knee-shin system, single axis, fluid swing and stance phase control	1,980.69
L5652	Addition to lower extremity, suction suspension, above knee or knee disarticulation, socket	279.79	L5780	Addition, exoskeletal knee-shin system, single axis, pneumatic hydropneumatic swing phase control	767.47
L5653	Addition to lower extremity, knee disarticulation, expandable wall socket	372.39	L5785	Addition, exoskeletal system, below knee, ultra-light material (Titanium, carbon fiber or equal)	320.90
L5654	Addition to lower extremity, socket insert, Symes (Kemblo, Pelite, Aliplast, Plastazote or equal)	218.93	L5790	Addition, exoskeletal system, above knee, ultra-light material (Titanium, carbon fiber or equal)	451.75
L5655	Addition to lower extremity, socket insert, below knee (Kemblo, Pelite, Aliplast, Plastazote or equal)	228.29	L5795	Addition, exoskeletal system, hip disarticulation, ultra-light material (Titanium, carbon fiber or equal)	642.84
L5656	Addition to lower extremity, socket insert, knee disarticulation (Kemblo, Pelite, Aliplast, Plastazote or equal)	281.78	L5810	Addition, endoskeletal knee-shin system, single axis, manual lock	344.91
L5658	Addition to lower extremity, socket insert, above knee (Kemblo, Pelite, Aliplast, Plastazote or equal)	245.52	L5811	Addition, endoskeletal knee-shin system, single axis, manual lock, ultra-light material	457.76
L5660	Addition to lower extremity, socket insert, Symes, silicone gel or equal	407.19	L5812	Addition, endoskeletal knee-shin system, single axis, friction swing and stance phase control (safety knee)	370.46
L5661	Addition to lower extremity, socket insert, multi-durometer, Symes	442.77	L5816	Addition, endoskeletal knee-shin system, polycentric, mechanical stance phase lock	535.54
L5662	Addition to lower extremity, socket insert, below knee, silicone gel or equal	384.40	L5818	Addition, endoskeletal knee-shin system, polycentric, friction swing and stance phase control	715.25
L5663	Addition to lower extremity, socket insert, knee disarticulation, silicone gel or equal	497.21	L5822	Addition, endoskeletal knee-shin system, single axis, pneumatic swing, friction stance phase control	1,358.75
L5664	Addition to lower extremity, socket insert, above knee, silicone gel or equal	497.21	L5824	Addition, endoskeletal knee-shin system, single axis, fluid swing phase control	1,006.78
L5665	Addition to lower extremity, socket insert, multi-durometer, below knee	330.99	L5828	Addition, endoskeletal knee-shin system, single axis, fluid swing and stance phase control	1,996.04
L5666	Addition to lower extremity, below knee, cuff suspension	51.44	L5830	Addition, endoskeletal knee-shin system, single axis, pneumatic swing phase control	1,397.62
L5668	Addition to lower extremity, below knee, molded distal cushion	77.28	L5850	Addition, endoskeletal system, above knee or hip disarticulation, knee extension assist	86.19
L5670	Addition to lower extremity, below knee, molded supracondylar suspension ("PTS" or similar)	194.85	L5910	Addition, endoskeletal system, below knee, alignable system	331.16
L5672	Addition to lower extremity, below knee, removable medial brim suspension	241.93	L5920	Addition, endoskeletal system, above knee or hip disarticulation, alignable system	326.39
L5674	Addition to lower extremity, below knee, latex sleeve suspension, each	43.05	L5940	Addition, endoskeletal system, below knee, ultra-light material (Titanium, carbon fiber or equal)	319.24
L5675	Addition to lower extremity, below knee, latex sleeve suspension or equal, heavy duty, each	54.04	L5950	Addition, endoskeletal system, above knee, ultra-light material (Titanium, carbon fiber or equal)	607.51
L5676	Addition to lower extremity, below knee, knee joints, single axis, pair	219.04	L5960	Addition, endoskeletal system, hip disarticulation, ultra-light material (Titanium, carbon fiber or equal)	678.32
L5677	Addition to lower extremity, below knee, knee joints, polycentric, pair	309.38	L5970	All lower extremity prosthesis, foot, external keel, Sach foot	124.87
L5678	Addition to lower extremity, below knee, joint covers, pair	24.23	L5972	All lower extremity prosthesis, flexible keel foot (Safe, Sten, Bock, Dynamic or equal)	225.20
L5680	Addition to lower extremity, below knee, thigh lacer, non-molded	229.02	L5974	All lower extremity prosthesis, foot, single axis ankle/foot	149.30
L5682	Addition to lower extremity, below knee, thigh lacer, gluteal/ischial, molded	488.16	L5976	All lower extremity prosthesis, energy storing foot (Seattle Carbon Copy II or equal)	400.31
L5684	Addition to lower extremity, below knee, fork strap	39.59	L5978	All lower extremity prosthesis, foot, multi-axial ankle/foot (Greisinger or equal)	187.15
L5686	Addition to lower extremity, below knee, back check (extension control)	44.11	L5980	All lower extremity prosthesis, flex foot system	2,828.85
L5688	Addition to lower extremity, below knee, waist belt, webbing	55.16			
L5690	Addition to lower extremity, below knee, waist belt, padded and lined	69.30			
L5692	Addition to lower extremity, above knee, pelvic control belt, light	90.91			

<b>HCPCS Code</b>	<b>Description</b>	<b>Fee For New Eqpt</b>	<b>HCPCS Code</b>	<b>Description</b>	<b>Fee For New Eqpt</b>
L5982	All exoskeletal lower extremity prosthesis, axial rotation unit	478.23	L6586	Preparatory, elbow disarticulation or above elbow, single wall socket, friction wrist, locking elbow, figure of eight harness, fair lead cable control, USMC or equal pylon, no cover, direct formed	1,297.97
L5984	All endoskeletal lower extremity prosthesis, axial rotation unit	377.66	L6588	Preparatory, shoulder disarticulation or interscapular thoracic, single wall plastic socket, shoulder joint, locking elbow, friction wrist, chest strap, fair lead cable control, USMC or equal pylon, no cover, molded to patient model	2,189.21
L5986	All lower extremity prosthesis, multi-axial rotation unit ("MCP" or equal)	414.95	L6590	Preparatory, shoulder disarticulation or interscapular thoracic, single wall socket, shoulder joint, locking elbow, friction wrist, chest strap, fair lead cable control, USMC or equal pylon, no cover, direct formed	2,012.22
L6000	Partial hand, Robin-Aids, thumb remaining (or equal)	881.85	L6600	Upper extremity additions, polycentric hinge, pair	140.17
L6010	Partial hand, Robin-Aids, little and/or ring finger remaining (or equal)	968.62	L6605	Upper extremity additions, single pivot hinge, pair	159.25
L6020	Partial hand, Robin-Aids, no finger remaining (or equal)	890.81	L6610	Upper extremity additions, flexible metal hinge, pair	103.86
L6050	Wrist disarticulation, molded socket, flexible elbow hinges, triceps pad	1,491.49	L6615	Upper extremity addition, disconnect locking wrist unit	138.56
L6055	Wrist disarticulation, molded socket with expandable interface, flexible elbow hinges, triceps pad	2,047.43	L6616	Upper extremity addition, additional disconnect insert for locking wrist unit, each	59.40
L6100	Below elbow, molded socket, flexible elbow hinge, triceps pad	1,558.79	L6620	Upper extremity addition, flexible-friction wrist unit	288.58
L6110	Below elbow, molded socket (Muenster or Northwestern suspension types)	1,928.42	L6623	Upper extremity addition, spring assisted rotational wrist unit with latch release	467.97
L6120	Below elbow, molded double wall split socket, step-up hinges, half cuff	1,589.40	L6625	Upper extremity addition, rotation wrist unit with cable lock	321.96
L6130	Below elbow, molded double wall split socket, stump activated locking hinge, half cuff	1,801.47	L6628	Upper extremity addition, quick disconnect hook adapter, Otto Bock or equal	321.81
L6200	Elbow disarticulation, molded socket, outside locking hinge, forearm	1,871.18	L6629	Upper extremity addition, quick disc lamin collar w/coupling piece, Otto Bock or equal	101.79
L6205	Elbow disarticulation, molded socket with expandable interface, outside locking hinges, forearm	3,168.40	L6630	Upper extremity addition, stainless steel, any wrist	142.36
L6250	Above elbow, molded double wall socket, internal locking elbow, forearm	2,050.61	L6632	Upper extremity addition, latex suspension sleeve, each	41.94
L6300	Shoulder disarticulation, molded socket, shoulder bulkhead, humeral section, internal locking elbow, forearm	2,879.35	L6635	Upper extremity addition, lift assist for elbow	153.57
L6310	Shoulder disarticulation, passive restoration (complete prosthesis)	2,377.99	L6637	Upper extremity addition, nudge control elbow lock	253.99
L6320	Shoulder disarticulation, passive restoration (shoulder cap only)	1,474.39	L6640	Upper extremity additions, shoulder abduction joint, pair	195.19
L6350	Interscapular thoracic, molded socket, shoulder bulkhead, humeral section internal locking elbow, forearm	3,344.81	L6641	Upper extremity addition, excursion amplifier, pulley type	132.56
L6360	Interscapular thoracic, passive restoration (complete prosthesis)	1,958.57	L6642	Upper extremity addition, excursion amplifier, lever type	190.09
L6370	Interscapular thoracic, passive restoration (shoulder cap only)	1,876.84	L6645	Upper extremity addition, shoulder flexion-abduction joint, each	206.87
L6380	Immediate post surgical or early fitting, application of initial rigid dressing, including fitting, alignment and suspension of components and one cast change, wrist disarticulation or below elbow	914.24	L6650	Upper extremity addition, shoulder universal joint, each	214.36
L6382	Immediate post surgical or early fitting, application of initial rigid dressing including fitting, alignment and suspension of components and one cast change, elbow disarticulation or above elbow	1,154.60	L6655	Upper extremity addition, standard control cable, extra	47.80
L6384	Immediate post surgical or early fitting, application of initial rigid dressing including fitting, alignment and suspension of components and one cast change, shoulder disarticulation	1,406.05	L6660	Upper extremity addition, heavy duty control cable	59.15
L6386	Immediate post surgical or early fitting, each additional cast change and realignment	313.90	L6665	Upper extremity addition, teflon or equal, cable lining	32.96
L6388	Immediate post surgical or early fitting, application of rigid dressing only	273.65	L6670	Upper extremity addition, hook to hand, cable adapter	43.80
L6400	Below elbow, molded socket, endoskeletal system, including soft prosthetic tissue shaping	1,638.59	L6672	Upper extremity addition, harness, chest or shoulder, saddle type	142.05
L6450	Elbow disarticulation, molded socket, endoskeletal system, including soft prosthetic tissue	1,993.94	L6675	Upper extremity addition, harness, figure of "8" type, for single control	71.86
L6500	Above elbow, molded socket, endoskeletal system, including soft prosthetic tissue shaping	2,047.91	L6676	Upper extremity addition, harness, figure of "8" type, for dual control	78.27
L6550	Shoulder disarticulation, molded socket, endoskeletal system, including soft prosthetic tissue shaping	2,487.09	L6680	Upper extremity addition, test socket, wrist disarticulation or below elbow	157.50
L6570	Interscapular thoracic, molded socket, endoskeletal system, including soft prosthetic tissue shaping	2,942.19	L6682	Upper extremity addition, test socket, elbow disarticulation or above elbow	192.76
L6580	Preparatory, wrist disarticulation or below elbow, single wall plastic socket, friction wrist, flexible elbow hinges, figure of eight harness, humeral cuff, Bowden cable control, USMC or equal pylon, no cover, molded to patient model	1,064.80	L6684	Upper extremity addition, test socket, shoulder disarticulation or interscapular thoracic	223.60
L6582	Preparatory, wrist disarticulation or below elbow, single wall socket, friction wrist, flexible elbow hinges, figure of eight harness, humeral cuff, Bowden cable control, USMC or equal pylon, no cover, direct formed	914.24	L6686	Upper extremity addition, suction socket	452.96
L6584	Preparatory, elbow disarticulation or below elbow, single wall plastic socket, friction wrist, locking elbow, figure of eight harness, fair lead cable control, USMC or equal pylon, no cover, molded to patient model	1,494.44	L6687	Upper extremity addition, frame type socket, below elbow or wrist disarticulation	356.55
			L6688	Upper extremity addition, frame type socket, above elbow or elbow disarticulation	371.44
			L6689	Upper extremity addition, frame type socket, shoulder disarticulation	482.14
			L6690	Upper extremity addition, frame type socket, interscapular thoracic	490.33
			L6691	Upper extremity addition, removable insert, each	301.77
			L6692	Upper extremity addition, silicone gel insert or equal, each	364.95
			L6700	Terminal device, hook, dorrance, or equal Model # 3	325.28
			L6705	Terminal device, hook, dorrance, or equal Model # 5	196.82
			L6710	Terminal device, hook, dorrance, or equal Model # 5X	263.89
			L6715	Terminal device, hook, dorrance, or equal Model # 5Xa	221.37
			L6720	Terminal device, hook, dorrance, or equal Model # 6	556.04
			L6725	Terminal device, hook, dorrance, or equal Model # 7	265.84
			L6730	Terminal device, hook, dorrance, or equal Model # 7L0	431.23
			L6735	Terminal device, hook, dorrance, or equal Model # 8	195.72
			L6740	Terminal device, hook, dorrance, or equal Model # 8X	247.97
			L6745	Terminal device, hook, dorrance, or equal Model # 88X	226.63
			L6750	Terminal device, hook, dorrance, or equal Model # 10P	223.39
			L6755	Terminal device, hook, dorrance, or equal Model # 10X	224.49
			L6765	Terminal device, hook, dorrance, or equal Model # 12P	233.05
			L6770	Terminal device, hook, dorrance, or equal Model # 99X	225.85

HCPCS Code	Description	Fee For New Eqpt	HCPCS Code	Description	Fee For New Eqpt
L6775	Terminal device, hook, dorrance, or equal Model # 555	273.03	L6965	Shoulder disarticulation, external power, molded inner socket, removable shoulder shell, shoulder shell, shoulder bulkhead, humeral section, mechanical elbow, forearm, Otto Bock or equal	9,850.27
L6780	Terminal device, hook, dorrance, or equal Model # SS555	308.63	L6970	Interscapular-thoracic, external power, molded inner socket, removable shoulder shell, shoulder bulkhead, humeral section, mechanical elbow, forearm, Otto Bock or equal switch, cables, two	10,616.81
L6790	Terminal device, hook, "ACCU" hook or equal	372.54	L6975	Interscapular-thoracic, external power, molded inner socket, removable shoulder shell, shoulder bulkhead, humeral section, mechanical elbow, forearm, Otto Bock or equal electrodes, cables, two	11,783.36
L6795	Terminal device, hook "2" load or equal	875.24	L7010	Electronic hand, Otto Bock, Steeper or equal switch controlled	2,225.07
L6800	Terminal device, hook—APRL VC or equal	707.35	L7015	Electronic hand, Systemtechnik, Variety Village or equal switch controlled	4,117.35
L6805	Terminal device, modifier, wrist flexion unit	252.08	L7020	Electronic Greifer, Otto Bock or equal switch controlled	2,556.81
L6806	Terminal device, hook, TRS grip, VC	1,176.87	L7025	Electronic hand, Otto Bock or equal, myoelectronically controlled	2,507.23
L6807	Terminal device, hook, TRS adept, child, VC	895.05	L7030	Electronic hand, Systemtechnik, Variety Village or equal, myoelectronically controlled	4,255.34
L6808	Terminal device, hook, TRS adept, infant, VC	744.49	L7035	Electronic Greifer, Otto Bock or equal, myoelectronically controlled	2,468.65
L6809	Terminal device, hook, TRS Super Sport, passive	284.88	L7040	Prehensile actuator, Hosmer or equal, switch controlled	1,956.78
L6810	Terminal device, hook, pincher tool, Otto Bock or equal	130.35	L7045	Electronic hook, child, Michigan or equal, switch controlled	947.19
L6825	Terminal device, hand, dorrance, VO	859.12	L7160	Electronic elbow, Boston or equal, switch controlled	10,781.93
L6830	Terminal device, hand, APRL, VC	993.53	L7165	Electronic elbow, Boston or equal, myoelectronically controlled	12,233.01
L6835	Terminal device, hand, Sierra, VO	869.14	L7170	Electronic elbow, Hosmer or equal, switch controlled	3,893.67
L6840	Terminal device, hand, Becker Imperial	562.76	L7180	Electronic elbow, Utah or equal, myoelectronically controlled	23,158.53
L6845	Terminal device, hand, Becker Lock Grip	585.60	L7185	Electronic elbow, adolescent, Variety Village or equal, switch controlled	4,178.52
L6850	Terminal device, hand, Becker Plylite	536.26	L7186	Electronic elbow, child, Variety Village or equal, switch controlled	6,585.92
L6855	Terminal device, hand, Robin-Aids, VO	553.52	L7190	Electronic elbow, adolescent, Variety Village or equal, myoelectronically controlled	5,747.84
L6860	Terminal device, hand, Robin-Aids, VO soft	514.41	L7191	Electronic elbow, child, Variety Village or equal, myoelectronically controlled	6,915.81
L6865	Terminal device, hand, passive hand	247.26	L7260	Electronic wrist rotator, Otto Bock or equal	1,625.89
L6867	Terminal device, hand, Detroit infant hand, (mechanical)	780.11	L7261	Electronic wrist rotator, for Utah arm	2,826.48
L6868	Terminal device, hand, Passive infant hand, (Steeper, Hosmer or equal)	162.92	L7266	Servo control, Steeper or equal	618.60
L6870	Terminal device, hand, child mitt	221.05	L7272	Analog control, UNB or equal	1,496.06
L6872	Terminal device, hand, NYU child hand	752.69	L7274	Proportional control, 12 volt, Utah or equal	4,656.89
L6873	Terminal device, hand, mechanical infant hand, Steeper or equal	295.27	L7360	Six volt battery, Otto Bock or equal, each	215.51
L6875	Terminal device, hand, Bock, VC	705.53	L7362	Battery charger, six volt, Otto Bock or equal	183.20
L6880	Terminal device, hand, Bock, VO	435.00	L7364	Twelve volt battery, Utah or equal, each	370.97
L6890	Terminal device, glove for above hands, production glove	125.56	L7366	Battery charger, 12 volt, Utah or equal	472.71
L6895	Terminal device, glove for above hands, custom glove	379.27	L8000	Breast prosthesis, mastectomy bra	23.24
L6900	Hand restoration (cast, shading and measurements included), partial hand, with glove, thumb or one finger remaining	1,295.70	L8010	Breast prosthesis, mastectomy sleeve	59.82
L6905	Hand restoration (casts, shading and measurements included), partial hand, with glove, multiple fingers remaining	1,292.16	L8020	Breast prosthesis, mastectomy form	169.82
L6910	Hand restoration (cast, shading and measurements included), partial hand, with glove no fingers remaining	1,122.97	L8030	Breast prosthesis, silicone or equal	200.15
L6915	Hand restoration (shading, and measurements included), replacement glove for above	407.73	L8300	Truss, single with standard pad	58.20
L6920	Wrist disarticulation, external power, self-suspended inner socket, removable forearm shell, Otto Bock or equal switch, cables, two batteries and one charger, switch control of terminal device	4,877.49	L8310	Truss, double with standard pads	119.68
L6925	Wrist disarticulation, external power, self-suspended inner socket, removable forearm shell, Otto Bock or equal electrodes, cables, two batteries and one charger, myoelectronic control of terminal	5,479.18	L8320	Truss, addition to standard pad, water pad	36.38
L6930	Below elbow, external power, self-suspended inner socket, removable forearm shell, Otto Bock or equal switch, cables, two batteries and one charger, switch control of terminal device	4,499.94	L8330	Truss, addition to standard pad, scrotal pad	32.71
L6935	Below elbow, external power, self-suspended inner socket, removable forearm shell, Otto Bock or equal electrodes, cables, two batteries and one charger, myoelectronic control of terminal device	5,371.69	L8400	Prosthetic sheath, below knee, each	15.37
L6940	Elbow disarticulation, external power, molded inner socket, removable humeral shell, outside locking hinges, forearm, Otto Bock or equal switch, cables, two batteries and one charger, switch	6,343.68	L8410	Prosthetic sheath, above knee, each	15.52
L6945	Elbow disarticulation, external power, molded inner socket, removable humeral shell, outside locking hinges, forearm, Otto Bock or equal electrodes, cables, two batteries and one charger	7,000.80	L8415	Prosthetic sheath, upper limb, each	15.28
L6950	Above elbow, external power, molded inner socket, removable humeral shell, internal locking elbow, forearm, Otto Bock or equal switch, cables, two batteries and one charger, switch control of	6,592.75	L8420	Prosthetic sock, wool, below knee, each	17.40
L6955	Above elbow, external power, molded inner socket removable humeral shell, internal locking elbow, forearm, Otto Bock or equal electrodes, cables, two batteries and one charter, myoelectronic	7,861.37	L8430	Prosthetic sock, wool, above knee, each	18.76
L6960	Shoulder disarticulation, external power, molded inner socket, removable shoulder shell, should bulkhead, humeral section, mechanical elbow, forearm, Otto Bock or equal switch, cables, two	8,585.21	L8435	Prosthetic sock, wool, upper limb, each	13.73
			L8440	Prosthetic shrinker, below knee, each	37.82
			L8460	Prosthetic shrinker, above knee, each	47.66
			L8465	Prosthetic shrinker, upper limb, each	40.26
			L8470	Stump sock, single ply, fitting, below knee, each	4.64
			L8480	Stump sock, single ply, fitting, above knee, each	5.86
			L8500	Artificial larynx, any type	596.58
			L8501	Tracheostomy speaking valve	72.92
			L8600	Implantable breast prosthesis, silicone or equal	245.90
			L8605	Other prosthetic procedures-devices: tissue expander	305.06
			L8610	OPPD: ocular	426.64
			L8613	OPPD: ossicula	222.38
			L8615	OPPD: temporomandibular joint	188.17
			L8620	OPPD: radial head	179.61
			L8622	OPPD: proximal ulna/radius	192.4
			L8623	OPPD: distal ulna	192.44
			L8624	OPPD: distal radius	205.27
			L8625	OPPD: trapezium	179.61

HCPCS Code	Description	Fee For New Eqpt
L8626	OPPD: wrist	491.80
L8627	OPPD: lunatic	325.02
L8628	OPPD: carpus	179.61
L8629	OPPD: scaphoid	179.61
L8630	OPPD: metacarpophalangeal joint	192.44
L8640	OPPD: patella	102.00
L8641	OPPD: metatarsal joint	179.61
L8642	OPPD: haliux implant	179.61
L8655	OPPD: flexor tendon in hand or finger	102.64
L8656	OPPD: extensor tendon in hand or finger	102.64
L8657	OPPD: tendon other than hand or finger	102.64
L8658	OPPD: interphalangeal joint	188.17
L8690	OPPD: testicle	149.68

CODES BEGINNING WITH "Q" THRU "V"

HCPCS Code	Description	Fee For New Eqpt	Monthly Rental Fee
Q0036	Oxygen concentrator high humidity	—	296.10
Q0038	Oxygen contents, gaseous, per unit (for use with owned gaseous stationary systems or when both a stationary and portable gaseous system are owned; 1 unit = 50 cubic feet)	204.80	—
Q0039	Oxygen contents, liquid, per unit (for use with owned stationary liquid systems or when both a stationary and portable liquid system are owned; 1 unit = 10 lbs.)	204.80	—
Q0040	Portable oxygen contents, gaseous per unit (for use only with portable gaseous systems when no stationary gas system is used; 1 unit = 5 cubic ft.)	30.81	—
Q0041	Portable oxygen contents, liquid, per unit (for use with portable liquid systems when no stationary liquid system is used; 1 unit = 1 lb.)	30.81	—
Q0042	Stationary compressed gas system rental, includes contents (per unit), regulator with flow gauge, humidifier, nebulizer, cannula or mask and tubing, 1 unit = 50 cubic ft.	—	296.10
Q0043	Stationary liquid oxygen system rental, includes content (per unit), use of reservoir, contents indicator, flowmeter, humidifier, nebulizer, cannula or mask and tubing; 1 unit of contents = 10 lbs.	—	296.10
Q0046	Portable liquid oxygen system rental, includes flowmeter, refill adapter, contents gauge, cannula and tubing	—	54.99
V2620	Prosthetic, eye, glass, stock	304.96	—
V2621	Prosthetic, eye, plastic, stock	293.40	—
V2622	Prosthetic, eye, glass, custom	671.89	—
V2623	Prosthetic, eye, plastic, custom	671.89	—

Administrative Correction.  
 See: 23 N.J.R. 125(a).  
 Administrative Correction.  
 See: 23 N.J.R. 861(a).  
 Amended by R.1992 d.170, effective April 6, 1992.  
 See: 23 N.J.R. 3203(a), 24 N.J.R. 1347(a).  
 Amended by R.1993 d.395, effective August 2, 1993.  
 See: 25 N.J.R. 229(b), 25 N.J.R. 3466(b).  
 Petition for Rulemaking.  
 See: 27 N.J.R. 2015(a), 27 N.J.R. 2492(a), 27 N.J.R. 3637(a).  
 Petition for Rulemaking.  
 See: 28 N.J.R. 1078(b).  
 Public Notice: Action on petition for rulemaking.  
 See: 28 N.J.R. 3018(a).

**Case Notes**

Agency-promulgated schedule of fees was pertinent to reasonableness of fees charged. *Thermographic Diagnostics, Inc. v. Allstate Ins. Co.*, 125 N.J. 491, 593 A.2d 768 (1991).

Examination fees were not reasonable despite being consistent with prevailing rates. *Thermographic Diagnostics, Inc. v. Allstate Ins. Co.*, 125 N.J. 491, 593 A.2d 768 (1991).

**SUBCHAPTER 30. MOTOR VEHICLE SELF-INSURANCE**

**11:3-30.1 Purpose**

This subchapter sets forth the filing requirements for motor vehicle self-insurers pursuant to N.J.S.A. 39:6-50.1, and 39:6-52 to 39:6-54.

**11:3-30.2 Scope**

The provisions of this subchapter apply to any person seeking to qualify as a motor vehicle self-insurer in New Jersey, except public entities pursuant to N.J.S.A. 39:6-54.

**11:3-30.3 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

“Applicant” means a person applying for a certificate of self-insurance who does not currently possess a valid certificate.

“Association” means the New Jersey Automobile Full Insurance Underwriting Association created pursuant to N.J.S.A. 17:30E-1 et seq.

“Certificate” means certificate of self-insurance.

“Certificate holder” means a person who currently possesses a valid certificate of self-insurance.

“Certified public accountant” means an independent certified public accountant or accounting firm in good standing with the American Institute of Certified Public Accountants and in all states in which they are licensed to do business.

“Commissioner” means the Commissioner of Insurance.

“Motorized bicycle” means a pedal bicycle having a helper motor characterized in that either the maximum piston displacement is less than 50 cubic centimeters (cc.) or said motor is rated at no more than 1.5 brake horsepower and said bicycle is capable of a maximum speed of no more than 25 miles per hour on a flat surface.

“Motor vehicle” means all vehicles propelled otherwise than by muscular power, excepting such vehicles as run upon rails or tracks and motorized bicycles.

“Person” means a natural person, firm, co-partnership, association or corporation.

“Public entity” means this State, any political subdivision of this State or any municipality therein.

**11:3-30.4 General requirements**

(a) Any person in whose name more than 25 motor vehicles are registered or in whose name more than 25

motor vehicles are leased may qualify as a self-insurer by obtaining a certificate of self-insurance issued at the discretion of the Commissioner as provided in this subchapter.

(b) All filings for certificates of self-insurance, renewals, and any other filings deemed necessary by the Commissioner pursuant to this subchapter shall be sent to:

New Jersey Department of Insurance  
Financial Exams Division  
20 West State Street  
CN 325  
Trenton, New Jersey 08625  
Attention: Self-insurers

### 11:3-30.5 Certificate of self-insurance

(a) Any person applying for a certificate of self-insurance shall submit the following to the Commissioner:

1. A completed application form on forms to be provided by the Commissioner;
2. The most current financial statement and financial statements for the two years immediately preceding the date of such current financial statement:
  - i. All financial statements shall be certified by a Certified Public Accountant;
  - ii. If the applicant is a subsidiary of a corporation, the applicant shall also submit the financial statements of the subsidiary's ultimate parent corporation;
  - iii. If the applicant is a corporation, the Commissioner may also include the name of any subsidiary corporation under the control of that corporation in the certificate of self-insurance if the ultimate parent corporation guarantees that it will discharge the subsidiary's liability as evidenced by the filing of an indemnity agreement. If the ultimate parent corporation does not provide such a guarantee, the subsidiary shall make a separate application and receive independent qualification as a self-insurer. If the name of the subsidiary is included in the certificate of self-insurance of the ultimate parent corporation and ownership of the ultimate parent or subsidiary corporation changes, the ultimate parent or subsidiary shall reapply for a certificate of self-insurance within 30 days of the ownership change; and
3. A \$1,000 filing fee.

(b) After the submission of an application, the Commissioner may require an additional fee to cover the costs of further examinations which may include a credit report to be prepared by a credit agency acceptable to the Commissioner.

(c) If an application is approved and the Commissioner receives notification from the Association that the applicant has paid any applicable policy constant or RMEC pursuant to N.J.S.A. 17:29A-37.1 and 17:30E-1 et seq., respectively, the Commissioner shall issue a certificate of self-insurance to the applicant.

(d) All certificates of self-insurance are valid from the date of issuance until June 30 immediately following and may be renewed thereafter, pursuant to N.J.A.C. 11:3-30.6, for a one year period beginning July 1 and ending June 30 the following year.

### 11:3-30.6 Renewals

(a) Any certificate holder applying for renewal shall submit the following so that it is received by the Commissioner not later than June 1 of the year of the expiration date of such certificate:

1. An accident and claim activity report on forms to be provided by the Commissioner;
2. A financial statement for the calendar year immediately preceding the expiration date of the certificate of self-insurance certified by a Certified Public Accountant;
3. An updated vehicle listing which shall include a listing of the vehicles subject to any applicable policy constant or RMEC pursuant to N.J.S.A. 17:29A-37.1 and 17:30E-1 et seq., respectively;
4. A \$1,000 renewal fee; and
5. Any other information that is substantially different from the information provided in the original application form or from the information provided in the last renewal period.

(b) After the submission of an application for renewal, the Commissioner may require an additional fee to cover the costs of further examinations which may include a credit report to be prepared by a credit agency acceptable to the Commissioner.

(c) If an application for renewal is approved and the Commissioner receives notification from the Association that the certificate holder has paid any applicable policy constant or RMEC pursuant to N.J.S.A. 17:29A-37.1 and 17:30E-1 et seq., respectively, the Commissioner shall issue a new certificate of self-insurance.

### 11:3-30.7 Surety bond requirement

(a) The Commissioner may require the furnishing of a surety bond and/or evidence of excess insurance.

(b) If the applicant or certificate holder is required to furnish a surety bond, the surety bond shall be in an amount of not less than \$300,000, with an additional \$10,000 for each vehicle registered or leased in the applicant's or certificate holder's name over the minimum required to qualify as self-insurer under this subchapter, up to a maximum amount of \$1,000,000.

iv. A detailed statement explaining the reasons why the Department's determination is improper together with supporting documentation, if any; and

v. A statement as to whether the appellant is represented by legal counsel, or another person pursuant to N.J.A.C. 1:1-5.1, and the name, address and telephone number of said person.

(c) Upon the Department's timely receipt of the items set forth in (b) above, it shall simultaneously send a copy of the documents to the opposing party and shall transmit the matter to the Office of Administrative Law for hearing as a contested case.

**11:3-33.8 Penalties**

Any insurer or insurance producer who violates any provision of this subchapter shall be subject to the penalties provided by law, including, but not limited to, the suspension or revocation of a certificate of authority or licensure and a civil penalty in an amount of up to \$2,000 for the first violation and up to \$5,000 for the second and each subsequent violation, pursuant to N.J.S.A. 17:33B-15 and 21.

**11:3-33.9 Compliance**

(a) Pursuant to N.J.S.A. 39:6A-3 and 17:33B-15, compliance with the provisions of this subchapter shall be effected in the following manner:

1. Appeals from denials concerning new policies on or after April 1, 1992 may be filed in the manner prescribed by this subchapter; and

2. Appeals from denials concerning policy renewals which take effect on or after April 1, 1992, may be filed in the manner prescribed by this subchapter.

**APPENDIX A**

Dear Applicant,

The "Fair Automobile Insurance Reform Act of 1990" (Act) provides that on or after April 1, 1992, every insurer, either by one or more separate rating plans, shall provide automobile insurance for eligible persons.

Therefore, an insurer may deny coverage only to those applicants who are not eligible. New Jersey law provides that any person who owns or has registered an automobile in New Jersey or a person who has a valid New Jersey drivers license is eligible except a person:

1. Who, in the last three years, has been convicted of driving under the influence or refusing a chemical test in New Jersey or elsewhere;

2. Who, in the last three years, has been convicted of a crime involving an automobile;

3. Whose driving license is suspended or revoked by a court;

4. Who, in the last five years, has been convicted of fraud or intent to defraud involving an insurance claim or application;

5. Who, in the last five years, has been denied payment of an insurance claim in excess of \$1,000, if there was evidence of fraud or intent to defraud;

6. Whose automobile insurance policy, in the last two years, was cancelled because of nonpayment of premium or financed premium (unless the entire annual premium for the new coverage is paid in full before issuance or renewal);

7. Who fails to maintain membership in a club, group or organization, if membership is a uniform requirement of the insurer as a condition of providing insurance;

8. Whose driving record, for the last three years, has an accumulation of nine or more eligibility points. (Eligibility points are accumulated as a result of convictions, suspensions, revocations and determination of responsibility for civil infractions in accordance with schedules adopted by the New Jersey Department of Insurance. For example, one at-fault accident has been assigned five eligibility points.)

NOTE: The above description is a simplification of the statutory definition. For a more extensive description, see the New Jersey Administrative Code at N.J.A.C. 11:3-34.4.

The Commissioner of Insurance has established an appeal process for persons who have been denied automobile insurance. The procedure for filing a written appeal can be found in the New Jersey Administrative Code at N.J.A.C. 11:3-33. Most New Jersey public libraries have this material.

To begin the appeal process, you must complete the attached form and mail it, with the necessary documentation, to the address indicated.

WARNING: You must have automobile insurance if you plan to operate and/or register a vehicle during the appeal process. Filing an appeal does not provide you with insurance.

**APPENDIX B**

NOTE: YOU HAVE 90 DAYS FROM THE DATE ON WHICH A WRITTEN DENIAL OF AUTOMOBILE INSURANCE IS MADE TO FILE THIS APPEAL.

**NEW JERSEY DEPARTMENT OF INSURANCE  
AUTOMOBILE DECLINATION APPEAL**

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Telephone Number: (\_\_\_\_) \_\_\_\_\_

Insurance Company and/or Insurance Producer (agent or broker) that declined your application for automobile insurance coverage in the voluntary market (if producer, please provide the name and address):

Company \_\_\_\_\_

Producer \_\_\_\_\_

**YOU MUST ATTACH A COPY OF THE DECLINATION** (If you have not received a written declination from the insurance company or producer, you must request one within 90 days from the date you first applied for insurance.)

**BASIS FOR YOUR APPEAL** (Please indicate with an "X" those statements or reasons that apply and attach a copy of pertinent documentation supporting your appeal. Such documentation should include a certified motor vehicle driver "abstract", where appropriate, available from the Division of Motor Vehicles, 120 South Stockton Street, CN 142, Trenton, New Jersey 08666. There is a \$5.00 fee for each copy of the DMV abstract.)

- I have not been convicted of Driving Under the Influence (N.J.S.A. 39:4-50) or of refusing to submit to a chemical test (N.J.S.A. 39:4-50.4(a)), or for a similar offense in another jurisdiction, or of a crime involving an automobile or theft of a motor vehicle.
- My driver's license is not suspended or revoked, nor has it been for any 12-month period in the preceding three years.
- I have not been convicted of insurance fraud or intent to defraud, or have not had an insurance claim (in excess of \$1,000) denied because of evidence of fraud within the five-year period immediately preceding application or renewal.
- My auto insurance has not been cancelled for nonpayment of premium within the last two years and I provide proof of payment OR I have had my policy cancelled for nonpayment AND I am able to pay the full annual premium for this policy.
- I am qualified as a member of a group or organization in which membership is required in order to obtain this insurance policy.
- I have fewer eligibility points accumulated than alleged in the declination letter as evidenced by the attached copy of my driving record.
- The accident record indicated in the declination letter is wrong as evidenced by the attached.
- No other person who is a member of the same household and who will drive the subject vehicle for 10 percent or more of the time is an ineligible person.
- Other (Specify and provide proof, if appropriate).

#### CERTIFICATION OF APPEAL

The information contained in this appeal is true and complete to the best of my knowledge and belief.

I UNDERSTAND THAT FILING THIS APPEAL DOES NOT PROVIDE ME WITH AUTOMOBILE INSURANCE. IF MY AUTO IS REGISTERED IN NEW JERSEY OR IS BEING DRIVEN, I HAVE OBTAINED OTHER AUTO INSURANCE.

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

MAIL THIS COMPLETED FORM AND NECESSARY DOCUMENTATION TO:

New Jersey Department of Insurance  
 Division of Enforcement and Consumer Protection  
 CN 329  
 Trenton, New Jersey 08625  
 Attn: Auto Insurance Denial

#### SUBCHAPTER 34. ELIGIBLE PERSONS QUALIFICATIONS AND AUTOMOBILE INSURANCE ELIGIBILITY POINTS SCHEDULE

##### 11:3-34.1 Purpose

The purpose of this subchapter is to set forth the requirements for determining who can qualify as an "eligible person," and to provide the schedule for "automobile insurance eligibility points" pursuant to N.J.S.A. 17:33B-13 and 14.

Amended by R.1996 d.58, effective February 5, 1996.  
 Sec: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

##### 11:3-34.2 Scope

The provisions of this subchapter apply to all insurers which write personal private passenger automobile insurance and all persons who are required to procure automobile insurance coverage in this State.

##### 11:3-34.3 Definitions

The following words and terms, as used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"At-fault accident" is any accident involving a driver insured under the policy which resulted in a payment by the insurer of at least \$500.00, and for which the driver is at least proportionately responsible based on the number of vehicles involved. A driver is proportionately responsible if 50 percent responsible for an accident involving two drivers; if 33½ percent responsible for an accident involving three drivers; etc. An at-fault accident shall not include the following:

1. Involvement in an accident in which the motor vehicle owned or operated by the insured or other driver insured under the policy was lawfully parked;
2. Involvement in an accident in which the motor vehicle was struck by a hit and run driver, if such accident was reported to the proper authorities within 24 hours;

3. Involvement in an accident in connection with which neither the named insured nor any other driver insured under the policy was convicted of a moving traffic violation and the owner or operator of another vehicle involved in such accident was so convicted;

4. For physical damage losses other than collision;

5. For an accident in which the motor vehicle was struck in the rear by another vehicle and a driver insured under the policy has not been convicted of a moving violation in connection with the accident; or

6. For an accident occurring as a result of operation of any motor vehicle in response to an emergency if the operator at the time of the accident was responding to the **call to duty** as a paid or volunteer member of any police or fire department, first aid squad or any law enforcement agency.

“Automobile” means an automobile as defined in N.J.S.A. 39:6A-2.

“Automobile insurance” means insurance for an automobile including any or all of the following coverages: bodily injury liability, and property damage liability, comprehensive and collision coverages, uninsured and underinsured motorist coverage, personal injury protection coverage, additional personal injury protection coverage and any other automobile insurance required by law.

“Automobile insurance eligibility points” means points calculated under the schedule promulgated by the Commissioner pursuant to this subchapter.

“Commissioner” means the Commissioner of Insurance of the State of New Jersey.

“Department” means the Department of Insurance of the State of New Jersey.

“State” means the State of New Jersey.

Public Notice: Receipt of petition for rulemaking and action on petition.  
See: 28 N.J.R. 1565(b).

#### Case Notes

Insured at-fault for automobile accident; insured could decline to renew insurance. AMICA Mutual Insurance Co. v. Farley, 93 N.J.A.R.2d (INS) 51.

#### 11:3-34.4 Eligible person qualifications

(a) An “eligible person” is a person who is an owner or registrant of an automobile registered and principally garaged in this State or who is resident and holds a valid New Jersey driver’s license to operate an automobile, but does not include any person:

1. Who, during the three-year period immediately preceding application for, or renewal of, an automobile

insurance policy has been convicted pursuant to N.J.S.A. 39:4-50 or N.J.S.A. 39:4-50.4a or for an offense of a substantially similar nature committed in another jurisdiction;

2. Who has been convicted of a crime of the first, second or third degree resulting from the use of a motor vehicle; or has been convicted of theft of a motor vehicle;

3. Whose driver’s license to operate an automobile is under suspension or revocation;

4. Who has been convicted, within the five-year period immediately preceding application for or renewal of a policy of automobile insurance, of fraud or intent to defraud involving an insurance claim or an application for insurance;

5. Who has been successfully denied, within the immediately preceding five years, payment by an insurer of a claim in excess of \$1,000 under an automobile insurance policy, if there was evidence of fraud or intent to defraud involving the automobile insurance claim or application.

For the purpose of this section:

i. If the claim has been subject to litigation between the insurer and the insured in which the insurer defended against payment of the claim in whole or in part on grounds of fraud, it shall be conclusively presumed that the claim was successfully denied if judgment was entered for the insurer in the litigation; and conclusively presumed that the claim was not successfully denied if judgment was entered for the insured;

ii. If the claim has not been subject to litigation between the insurer and the insured, but the insurer denied the claim without payment by reason of fraud, it shall be presumed that the claim was successfully denied. This presumption may be overcome in an administrative proceeding pursuant to N.J.A.C. 11:3-33;

iii. If the incident was not reported to the New Jersey Department of Insurance, Fraud Division pursuant to N.J.S.A. 17:33A-9 it shall be presumed that there was no evidence of fraud or intent to defraud;

6. Whose automobile insurance policy has been cancelled for nonpayment of premiums or financed premium with a lapse of coverage of at least 30 days, within the immediately preceding two-year period, unless the premium due on a policy for which application has been made is paid in full before issuance or renewal of the policy. For the purpose of this section, “paid in full” shall not include any transaction in which a lender obtains authority from an insured to cancel the policy and receive a refund from the insurer in the event the insured defaults on a loan used to pay the premium;

7. Who fails to obtain or maintain membership or qualification for membership in a club, group, or organization, if membership is a uniform requirement of the insurer as a condition of providing insurance, and if the dues or charges, if any, or other conditions for member-

ship or qualifications for membership are applied uniformly throughout this State, are not expressed as a percentage of the insurance premium, and do not vary with respect to the rating classification of the member or potential member except for the purpose of offering a membership fee to family units. Membership fees, if applicable, may vary in accordance with the amount or type of coverage if the purchase of additional coverage, either as to type or amount, is not a condition for reduction of dues or fees;

8. Whose driving record for the three year period immediately preceding the application for or renewal of a policy of automobile insurance has an accumulation of nine or more automobile insurance eligibility points as determined in N.J.A.C. 11:3-34.5; or

9. Who is a named insured or who is insured under the same policy as a person whose driver's license is suspended or revoked and either:

i. The suspended or revoked driver has been convicted of a violation of N.J.S.A. 39:6B-2 within the previous three years; or

ii. Other evidence exists indicating that the suspended or revoked driver has been operating a vehicle during the period of suspension.

(b) An "eligible person" includes a person who is an owner or registrant of an automobile registered in this State or who holds a valid New Jersey driver's license to operate an automobile and is domiciled in this State who is temporarily residing out-of-State and whose car may be principally garaged in another state while the person either is a full time student or is in the military service and is stationed out-of-State.

Emergency Amendment, R.1992 d.380, effective September 4, 1992 (expires November 3, 1992).

See: 24 N.J.R. 3420(a).

Text added to (a)6 to specify a lapse of at least 30 days.

Adopted Concurrent Proposal, R.1992 d.481, effective November 2, 1992.

See: 24 N.J.R. 3420(a), 24 N.J.R. 4396(a).

Provisions of Emergency Amendment R.1992 d.380 readopted with changes effective December 7, 1992.

Emergency Amendment R.1993 d.135, effective March 1, 1993. (Operative March 8, 1993) (expires April 30, 1993.)

See: 25 N.J.R. 1290(a).

Definition of eligible person added at (b).

Adopted Concurrent Proposal, R.1993 d.238, effective April 30, 1993.

See: 25 N.J.R. 1290(a), 25 N.J.R. 2479(a).

Amended by R.1996 d.246, effective June 3, 1996.

See: 27 N.J.R. 2048(a), 28 N.J.R. 3002(b).

Added (a)9.

#### Case Notes

Decision not to renew automobile insurance policy was improper. *Capasso v. State Farm Indemnity Company*, 94 N.J.A.R.2d (INS) 59.

Eligibility points for accident prior to effective date of regulation not ex post facto violation. *Selective Insurance Company v. Diana*, 93 N.J.A.R.2d (INS) 58.

#### 11:3-34.5 Automobile insurance eligibility points

(a) Automobile insurance eligibility points shall be accumulated as a result of convictions, suspensions, revocations and determinations of responsibility for civil infractions in accordance with the schedule set forth in the Appendix to this subchapter herein incorporated by reference.

(b) Automobile insurance eligibility points shall be deemed to accrue as follows:

1. Points for an at-fault accident shall accrue on the date that total payment by the insurer equals or exceeds \$500.00. An insurer may, at its option, use the date of the accident or date of first payment provided, however, that the insurer shall not underwrite or rate any policy based on the accident until total payment by the insurer equals or exceeds \$500.00; and further provided that the insurer shall use the optional date consistently in all cases.

2. Points for conviction of motor vehicle violations and other events that are set forth on an abstract of drivers license records available from the New Jersey Division of Motor Vehicles, or comparable agency of another state, shall accrue when the event is recorded in the agency's records as evidenced by an abstract.

3. Points for each full year of court-imposed driver's license suspension within the preceding three years and points for each full year within the immediately preceding three years that a person has not held a driver's license shall accrue on the date of application for insurance.

(c) Automobile insurance eligibility points are cumulative and accrue for all offenses set forth on Schedules 1 and 2, except as noted on Schedule 1.

(d) Automobile insurance eligibility points set forth on Schedule 2 of the Appendix represent motor vehicle points established by the New Jersey Division of Motor Vehicles by rule, N.J.A.C. 13:19-10.1, which is hereby incorporated by reference. Any additions, deletions or modifications to N.J.A.C. 13:19-10.1 shall likewise be incorporated as of the effective date of amendment. Schedule 2 is included in the Appendix for convenience.

#### Case Notes

Accident resulting in payment of \$500 or more not recouped from another tort-feasor and not specifically excepted, and driver not excused under proportionate responsibility standard, was "at-fault accident" warranting eligibility points. *Amica Mutual Insurance Co. v. Kern*, 93 N.J.A.R.2d (INS) 55.

Insured at-fault for automobile accident; insured could decline to renew insurance. *AMICA Mutual Insurance Co. v. Farley*, 93 N.J.A.R.2d (INS) 51.

#### APPENDIX

##### Schedule of Automobile Insurance Eligibility Points

##### Schedule 1

N.J.S.A. Section Number	Event Description	DMV Event Identifier(s) If applicable	Points
39:4-50	Operating a motor vehicle under the influence of alcohol or drugs	0450; 3261	9
39:4-50.4	Refusal to submit to a chemical test	4504	9
2C:11-2	Vehicular homicide	C115	9
39:3-40	Operating a motor vehicle while driving privilege is suspended	0340	9
39:6B-2	Operating a motor vehicle without liability insurance	06B2	9
39:6A-15	Misrepresentation of insurance coverage	6A15	9
	Each at fault accident		5
	* For each full year of a court imposed driver's license suspension within the preceding 3 years		3
	* For each full year within the immediately preceding 3 years that a person has not held a driver's license		1
	Involved in a fatal accident	EFTL; NFTL	4
39:3-37	Obtaining a driver's license or registration through deception	0337; 0312; 05D5; 1312; MSNJ; MSOS	5
39:3-38	Make or use counterfeit plate or plates other than issued	0338	5
39:3-38.1	Make, alter or counterfeit driver's license or registration	3381	5
	Failure to verify insurance involved in an automobile accident	FVIA	2

\* Points for failure to hold a driver's license in the previous three years are not cumulative to points for driver's license suspension.

**Schedule 2**

N.J.S.A. Section Number	Offense	Points
27:23-29	Moving against traffic—New Jersey Turnpike, Garden State Parkway, and Atlantic City Expressway	2
27:23-29	Improper passing—New Jersey Turnpike, Garden State Parkway, and Atlantic City Expressway	4
27:23-29	Unlawful use of median strip—New Jersey Turnpike, Garden State Parkway, and Atlantic City Expressway	2
39:3-20	Operating constructor vehicle in excess of 30 mph	3
39:4-14.3	Operating motorized bicycle on a restricted highway	2
39:4-14.3d	More than one person on a motorized bike	2
39:4-35	Failure to yield to pedestrian in crosswalk	2
39:4-36	Failure to yield to pedestrian in crosswalk; passing a vehicle yielding to pedestrian in crosswalk	2
39:4-41	Driving through a safety zone	2
39:4-52 & 39:5C-1	Racing on highway	5
39:4-55	Improper action or omission on grades and curves	2
39:4-57	Failure to observe direction of officer	2
39:4-66	Failure to stop vehicle before crossing sidewalk	2
39:4-66.1	Failure to yield to pedestrians or vehicles while entering or leaving highway	2
39:4-71	Operating a motor vehicle on a sidewalk	2
39:4-80	Failure to obey direction of officer	2
39:4-81	Failure to observe traffic signals	2
39:4-82	Failure to keep right	2
39:4-82.1	Improper operating of vehicle on divided highway or divider	2
39:4-83	Failure to keep right at intersection	2
39:4-84	Failure to pass to right of vehicle proceeding in opposite direction	5
39:4-85	Improper passing on right or off roadway	4
39:4-85.1	Wrong way on a one-way street	2

N.J.S.A. Section Number	Offense	Points
39:4-86	Improper passing in no passing zone	4
39:4-87	Failure to yield to overtaking vehicle	2
39:4-88	Failure to observe traffic lanes	2
39:4-89	Tailgating	5
39:4-90	Failure to yield at intersection	2
39:4-90.1	Failure to use proper entrances to limited access highways	2
39:4-91 & 39:4-92	Failure to yield to emergency vehicles	2
39:4-96	Reckless driving	5
39:4-97	Careless driving	2
39:4-97a	Destruction of agricultural or recreational property	2
39:4-97.1	Slow speed blocking traffic	2
39:4-98 & 39:4-99	Exceeding maximum speed 1-14 mph over limit	2
	Exceeding maximum speed 15-29 mph over limit	4
	Exceeding maximum speed 30 mph or more over limit	5
39:4-105	Failure to stop for traffic light	2
39:4-115	Improper turn at traffic light	3
39:4-119	Failure to stop at flashing red signal	2
39:4-122	Failure to stop for police whistle	2
39:4-123	Improper right or left turn	3
39:4-124	Improper turn from approved turning course	3
39:4-125	Improper "U" turn	3
39:4-126	Failure to give proper signal	2
39:4-127	Improper backing or turning in street	2
39:4-127.1	Improper crossing of railroad grade crossing	2
39:4-127.2	Improper crossing of bridge	2
39:4-128	Improper crossing of railroad grade crossing by certain vehicles	2
39:4-128.1	Improper passing of school bus	5
39:4-128.4	Improper passing of a frozen dessert truck	4
39:4-129	Leaving the scene of an accident	2
	No personal injury	8
	Personal injury	8
39:4-144	Failure to observe "stop" or "yield" signs	2
39:5D-4	Moving violation out-of-state	2

Amended by R.1996 d.58, effective February 5, 1996.  
See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

**SUBCHAPTER 35. PRIVATE PASSENGER AUTOMOBILE INSURANCE UNDERWRITING RULES**

**11:3-35.1 Purpose and scope**

(a) This subchapter implements N.J.S.A. 17:29A-46 which requires that personal private passenger automobile insurers file for approval their underwriting rules used to accept or reject new or renewal business or to assign risks to the standard or non-standard rate levels. Approval of underwriting rules shall serve to confirm that each insurer's business practices are consistent with law regarding the acceptance of new business, the renewal of current business and the assignment of a risk to an insurer's standard or non-standard rate level.

(b) This subchapter applies to all insurers that are licensed and authorized to transact personal private passenger automobile insurance in the voluntary market. It applies to affiliated companies which insure risks through different individual insurance companies.

**11:3-35.2 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise.

“Affiliated companies” means two or more individual insurance companies that are authorized to transact private passenger automobile insurance business in New Jersey and that are under both common ownership and common management.

“Automobile insurance eligibility points” means points accrued as provided in accordance with the schedule set forth in N.J.A.C. 11:3-34.

“Commissioner” means the Commissioner of Insurance of the State of New Jersey.

“Department” means the New Jersey Department of Insurance.

“Individual insurance company” means an insurance company licensed and authorized to transact private passenger automobile insurance business in New Jersey, regardless of whether it is one of a group of affiliated companies.

“Insurer” includes a group of affiliated companies.

“Renew” means to issue and deliver at the end of the policy period a policy superseding a policy previously issued and delivered, or to issue and deliver a certificate or notice extending the term of a policy beyond its policy period or term, by the same individual insurance company, or by another of a group of affiliated companies pursuant to a standard/non-standard rating plan filed and approved in accordance with N.J.A.C. 11:3-19.

**11:3-35.3 General requirements and filing format**

(a) All insurers which write personal private passenger automobile insurance in New Jersey shall file for approval their underwriting rules used to accept or reject new business, to renew or nonrenew current business and to assign business to the standard or non-standard rate level of an approved standard/non-standard rating plan, in accordance with N.J.S.A. 17:29A-46 and this subchapter. No insurer shall use or implement any underwriting rule not filed and approved as set forth herein.

(b) Underwriting rules shall be submitted on 8½ by 11 inch paper using one side of the page. Each page shall be consecutively numbered. The first page shall show the filer’s company name, the filer’s identifying number for this filing, National Association of Insurance Commissioners (NAIC) company number(s), and NAIC group number. The underwriting rules filing shall clearly identify the rate level to which the underwriting rules will be applied and whether the underwriting rules apply to new business, renewal business or both. All tables shall be clearly labeled.

(c) Underwriting rules shall meet the following standards:

1. No underwriting rule shall be based on the territory in which an insured resides.

2. An underwriting rule shall be based on a reasonable and demonstrable relationship between the risk characteristics of the driver(s) insured and the hazards insured against.

3. An underwriting rule shall be based on specific and verifiable measurements. No underwriting rule shall be based on subjective judgments such as “pride of ownership evident,” “poor attitude,” “unsatisfactory environment to conduct business,” etc.

4. No underwriting rule shall be based on race, color, creed, national origin or ancestry.

5. No underwriting rule shall be based on whether the applicant or insured was previously insured as a non-standard or sub-standard risk, was previously insured by a residual market mechanism, or whether another insurer declined to insure or terminated insurance.

6. No underwriting rule shall be based on whether the insured or a member of the insured’s household purchases or continues to purchase other insurance or services from the insurer or its affiliates, agents or other companies under common management or ownership, except that this provision shall not prohibit a rate discount.

7. No underwriting rule shall be based on the lawful occupation or profession of an insured, except that this provision shall not apply to any insurer which limits all its insureds to one lawful occupation or profession, or to several related lawful occupations or professions.

8. No underwriting rule shall be based on whether the insured has changed employment in the recent past, except that this provision shall not prohibit a rate discount to an insurer’s employees or agents.

9. No underwriting rule shall be based on whether the insured is impaired by physical or mental disabilities except those disabilities that impair the ability to operate an automobile safely.

**11:3-35.4 Underwriting rules for eligible persons**

(a) All insurers shall file for approval underwriting rules that provide that the insurer will make an offer to renew any of its insureds who is defined as an “eligible person” in N.J.A.C. 11:3-34.

(b) All insurers shall file for approval underwriting rules that provide that on or after April 1, 1992, the insurer shall not refuse to insure, refuse to renew or limit coverage available to any of its insureds, or to any applicant for insurance, which is defined as an “eligible person” in N.J.A.C. 11:3-34.

(c) An insurer may file for approval underwriting rules pursuant to which it will determine whether to insure any person not defined as an "eligible person" in N.J.A.C. 11:3-34.

(d) Underwriting rules for eligible persons applicable on and after April 1, 1992 shall not provide that coverage will be declined based on whether a member of the insured household is not an "eligible person" as defined in N.J.A.C. 11:3-34 unless the member of the insured household accounts for 10 percent or more of the use of the automobile insured or to be insured. For the purposes of this section:

1. Any driver who is the principal driver of an automobile shall be presumed not to account for 10 percent or **more of the use of** any other automobile in the household.

2. Except when there are more automobiles than drivers in the household, a person shall be presumed not to be the principal driver of more than one automobile.

(e) Insurers may file for approval underwriting rules by which it cancels coverage during the policy term under a policy insuring an eligible person pursuant to N.J.S.A. 17:29C-7(A)(b) when the driver's license or motor vehicle registration of another named insured or person insured under the policy who either resides in the same household or customarily operates an automobile insured under the policy has been suspended or revoked. The Department may approve such underwriting rules if they include the following provisions:

1. The underwriting rules provide for the cancellation of the policy when the driver's license or motor vehicle registration is suspended or revoked for one or more of the following reasons:

i. Conviction of operating a motor vehicle under the influence of alcohol or drugs (N.J.S.A. 39:4-50);

ii. Conviction of refusal to submit to a chemical test (N.J.S.A. 39:4-50.4);

iii. Conviction of vehicular homicide (N.J.S.A. 2C:11-2);

iv. Conviction of operating a motor vehicle while driving privilege is suspended (N.J.S.A. 39:3-40);

v. Conviction of operating a motor vehicle without liability insurance (N.J.S.A. 39:6C-2);

vi. Conviction of misrepresentation of insurance coverage (N.J.S.A. 39:6A-15);

vii. Accumulation of motor vehicle penalty points pursuant to N.J.S.A. 39:5-30.3; or

viii. By a court upon conviction of one of the following motor vehicle violations: racing on a highway (N.J.S.A. 39:5C-1); failure to pass to right of vehicle proceeding in opposite direction (N.J.S.A. 39:4-84); tailgating (N.J.S.A. 39:4-89); reckless driving (N.J.S.A.

39:4-96); exceeding a speed limit by 30 MPH or more (N.J.S.A. 39:4-99); improperly passing a school bus (N.J.S.A. 39:4-128.1); or leaving the scene of an accident in which personal injury occurred (N.J.S.A. 39:4-129).

2. The underwriting rules provide for the cancellation of the policy when:

i. A household member is convicted of a violation of N.J.S.A. 39:6B-2 during the policy term; or

ii. Other evidence exists indicating that the suspended or revoked driver has been operating a vehicle during a period of suspension as outlined in 1 above.

3. The underwriting rules provide that coverage for eligible persons shall not be cancelled when the driver's license or motor vehicle registration of another named insured or any other operator insured under the policy is suspended or revoked for any reason other than those set forth in (e)1 above.

(f) Insurers may file for approval underwriting rules by which it declines coverage for one policy period not to exceed one year to eligible persons who have been nonrenewed pursuant to N.J.S.A. 17:29C-7.1b and c and N.J.A.C. 11:3-8.5(a).

Amended by R.1996 d. 246, effective June 3, 1996.

See: 27 N.J.R. 2048(a) 28 N.J.R. 3002(b).

Added (e) and (f).

### 11:3-35.5 Underwriting rules for standard/non-standard rating plans

(a) Insurers shall file underwriting rules applicable to each rate level of a standard/non-standard rating plan in accordance with N.J.A.C. 11:3-19.3(c) which filing shall be made in accordance with, and in satisfaction of, the requirements of this subchapter.

(b) Insurers shall file underwriting rules that provide that its insureds and applicants who have accrued no automobile insurance eligibility points shall be assigned to its standard rate level.

(c) An insurer may file for approval underwriting rules pursuant to which it will determine whether to insure at its standard rate level any person who has accrued one or more automobile insurance eligibility points.

(d) Underwriting rules for standard/non-standard rating plans shall provide that an automobile insured at the non-standard rate level shall be rated based upon the eligibility points of the principal driver; eligibility points of other household members or customary operators may additionally be used to rate the automobile only if not used to rate any other automobile.

Amended by R.1996 d.58, effective February 5, 1996.

See: 27 N.J.R. 3682(a), 28 N.J.R. 855(a).

**11:3-35.6 Penalties**

(a) An insurer which fails to file its underwriting rules for approval pursuant to N.J.S.A. 17:29A-46 and this subchapter by March 1, 1991 shall be subject to penalties as provided by N.J.S.A. 17:33-2.

(b) An insurer which knowingly fails to transact automobile insurance business consistently with its approved underwriting rules shall be subject to a fine of not less than \$500 for each violation, pursuant to N.J.S.A. 17:29A-46a.

---

**SUBCHAPTER 36. AUTOMOBILE PHYSICAL  
DAMAGE INSURANCE INSPECTION  
PROCEDURES**

**11:3-36.1 Purpose and scope**

(a) The purpose of this subchapter is to provide rules for the inspection of automobiles in connection with the issuance of physical damage insurance coverage by insurers pursuant to N.J.S.A. 17:33B-33 through 17:33B-40.

(b) The provisions of this subchapter apply to all insurers which write private passenger automobile insurance in this State.

**11:3-36.2 Definitions**

The following words and terms, as used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

“Authorized representative” means any person which is authorized by the insurer to conduct insurance inspections pursuant to this subchapter; an authorized representative may be an employee of the insurer, a producer or an inspection service other than the insured, whether located inside or outside of this State.

“Automobile physical damage insurance” means a policy providing one or more of the following insurance coverages:

1. Collision;
2. Comprehensive; and
3. Fire and theft.

“Automobile physical damage insurance inspection” means a physical examination of an automobile by an authorized representative of the insurer, in accordance with the standards set forth in N.J.A.C. 11:3-36.6.

“Book of business” means all private passenger automobile insurance written by one producer with one insurer.

“Certificate of mailing” means a receipt from the United States Postal Service that the item was received by it with the proper postage affixed for delivery.

“Commissioner” means the Commissioner of Insurance of the State of New Jersey.

“Inspection service” means any person or legal entity other than the insurer, established and operated to perform the inspections required by this subchapter.

“Insured” means the named insured (as defined in the policy) or an applicant for automobile physical damage insurance.

“Insurer” means any person authorized to write automobile insurance in New Jersey, including any residual market mechanism, and includes a group of affiliated companies.

“New automobile” means an automobile not previously titled with not more than 1,000 miles recorded on the odometer.

“Nonowned automobile” means a private passenger automobile in the possession of the insured or being operated by the insured which is neither owned by nor furnished for the regular use of either the named insured or any relative (as defined in the policy), other than a temporary substitute automobile.

“Private passenger automobile” or “automobile” means a private passenger automobile of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, a delivery sedan, a van, or a panel truck or a camper type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the insured other than farming or ranching. An automobile owned by a farm family copartnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger automobile owned by two or more relatives resident in the same household.

“Renewal” means the issuance and delivery by an insurer, at the end of the policy period, of a policy superseding a policy previously issued and delivered by the same insurer, or the issuance and delivery of a certificate or notice extending the term of a policy beyond its policy period or term.

“Replacement automobile” is a vehicle acquired to replace one shown in the declarations.

"Temporary substitute automobile" means any private passenger automobile not owned by the insured, while temporarily used with the permission of the owner as a substitute for an owned automobile, when the latter is withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.

Amended by R.1992 d.142, effective March 16, 1992.

See: 23 N.J.R. 1262(a), 24 N.J.R. 953(b).

Definition for authorized representative amended; nonowned and temporary substitute automobile definitions added.

### 11:3-36.3 Mandatory inspection requirements

(a) No insurer shall provide automobile physical damage insurance coverage prior to conducting an insurance inspection in accordance with this subchapter, under the following circumstances:

1. When a new policy or endorsement adding physical damage coverage insuring a private passenger automobile is effected; and
2. When coverage is effected for an additional or replacement private passenger automobile.

(b) An insurer may require, prior to continuing physical damage coverage on an automobile, that the insured present the automobile for inspection, under the following circumstances:

1. When the automobile insured for physical damage coverage has been in an accident or otherwise damaged; or
2. As a condition of renewal.

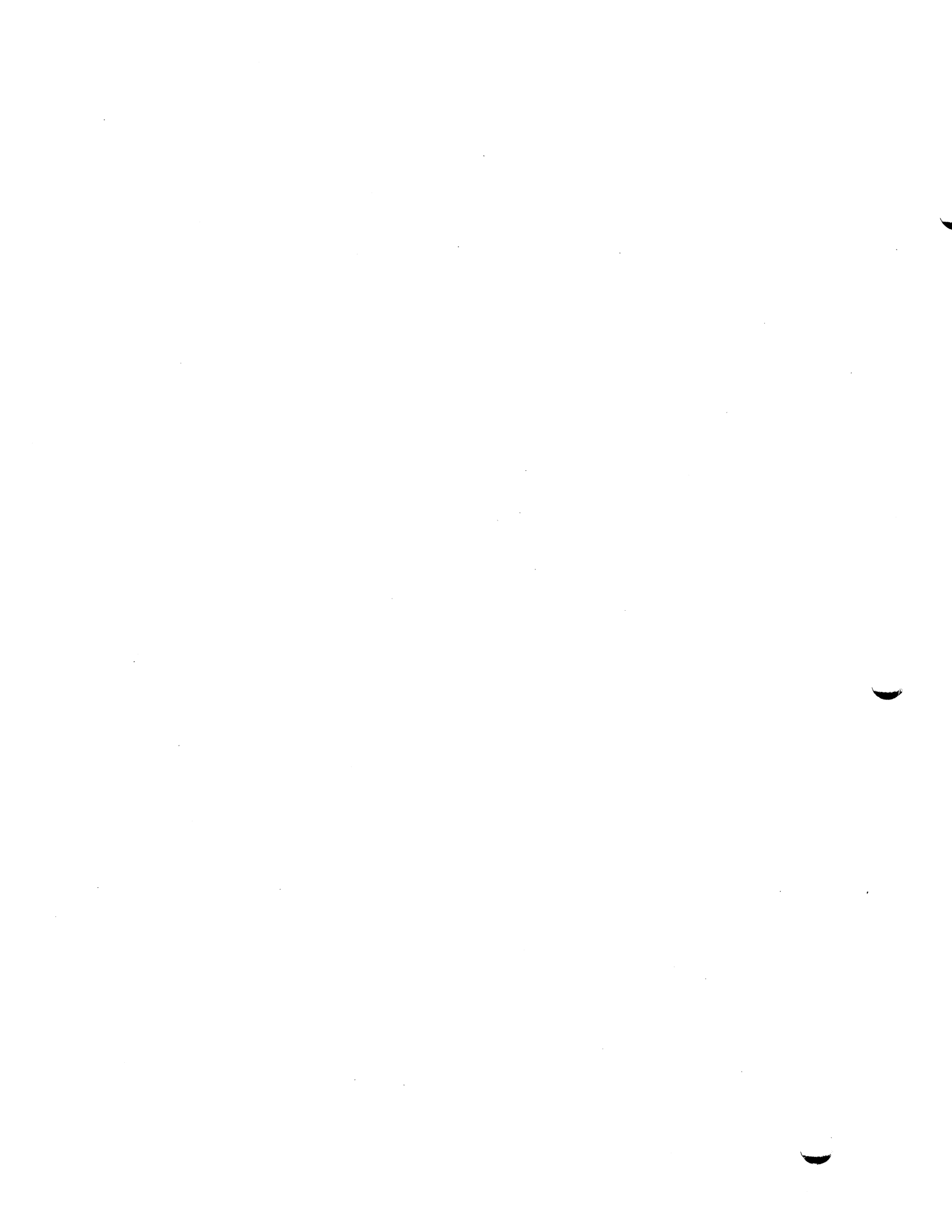
### 11:3-36.4 Waivers of mandatory inspection

(a) An insurer shall waive a mandatory inspection when a new automobile is purchased from a franchised automobile dealership and the insurer is provided with the following documents in accordance with N.J.A.C. 11:3-36.7(e):

1. A copy of the bill of sale which contains a full description of the automobile, including all options and accessories;
2. A copy of the window sticker or advanced dealer shipping notice (invoice) showing the itemized options and equipment, the total retail price of the automobile, and any dealer installed option purchased by the customer; or
3. Vehicle buyer's order (contract) and/or the dealership invoice to the buyer, including all options and accessories.

(b) An insurer may waive a mandatory inspection under any of the following circumstances:

1. When the automobile is more than seven model years old. For example: in 1991 an insurer shall inspect 1984 and newer model year vehicles and in 1992 an insurer shall inspect 1985 and newer model year vehicles;
2. When a policy is being renewed or issued by a different individual insurance company within a group of affiliated companies;
3. When the insured automobile is insured under a commercially rated policy which insures five or more automobiles;
4. When an insurance producer or insurer is transferring a book of business from one insurer to another insurer(s);



(g) No health benefits plan shall seek repayment from or withhold payment to an insured for amounts paid to the insured in consideration of charges which were in excess of the amounts set forth in the medical fee schedules.

(h) If there is more than one group health benefits plan providing secondary coverage to an insured, these plans may coordinate their benefits with one another in accordance with N.J.A.C. 11:4-28.

#### Case Notes

Costs of home renovations and specialized equipment for quadriplegic insured were "allowable expenses" within meaning of regulation mandating that actual benefits payable by health benefits plan. *Bailey v. Garden State Hospitalization Plan*, 280 N.J.Super. 206, 654 A.2d 1043 (L.1994).

Hospitalization insurer could be held responsible for hospital bills without regard to when they were incurred, and personal injury protection benefits could be used for specialized equipment and home modifications. *Bailey v. Garden State Hospitalization Plan*, 280 N.J.Super. 206, 654 A.2d 1043 (L.1994).

"Primary carrier" is carrier first required to pay personal injury protection benefits preserving its right of contribution from other insurers also liable for such payments. *Bailey v. Garden State Hospitalization Plan*, 280 N.J.Super. 206, 654 A.2d 1043 (L.1994).

#### 11:3-37.10 Explanation of benefits

(a) Automobile insurers shall develop and utilize an explanation of benefits form to be provided with the payment of benefits for expenses incurred for treatment of injuries which clearly identifies and explains the following:

1. Each procedure for which a claim has been made;
2. Eligible expense related to each procedure with an indication of whether the eligible expense is based on the medical fee schedules or is the reasonable charge as determined by the automobile insurer;
3. Actual benefits paid;
4. Any deductible or copayment applied;
5. A concise explanation why any item of expense is considered an ineligible expense, when this occurs; and
6. A statement to insureds that no health care provider may demand or request any payment from any person in excess of those permitted by N.J.A.C. 11:3-29, and that no person is liable to any health care provider for any amount of money which results from the charging of fees in excess of those permitted by N.J.A.C. 11:3-29 pursuant to N.J.S.A. 39:6A-4.6.

Amended by R.1994 d.564, effective November 21, 1994 (operative January 1, 1995).

See: 25 N.J.R. 4706(a), 26 N.J.R. 4616(b).

#### 11:3-37.11 Dispute as to primacy of coverage

(a) If, subsequent to the selection of the PIP-as-secondary coverage option by the named insured, injuries are sustained by an insured eligible for health benefits plan coverage, but a dispute exists between the health benefits

provider and the automobile insurer, then the health benefits provider shall provide benefit as if it were the primary coverage provider and no PIP benefits were available to the insured. In no event shall the provision of benefits be unreasonably delayed by either a health benefits provider or an automobile insurer.

(b) If the health benefits provider asserts that it is not subject to N.J.A.C. 11:3-37.3, and thus, will not act as the primary coverage provider then the automobile insurer shall assume the role of primary coverage provider, and provide its benefits in accordance with N.J.A.C. 11:3-37.8. The automobile insurer shall be entitled to recover premium reductions in accordance with N.J.A.C. 11:3-37.8(c).

#### 11:3-37.12 Eligibility under two or more automobile policies

(a) If an insured is eligible for coverage of medical expenses under more than one automobile policy, the determination as to which automobile policy will assume coverage responsibility for that insured shall be as follows:

1. A named insured shall receive benefits for medical expenses under the terms of the automobile policy on which he or she, or his or her spouse, is identified as the named insured.
2. A family member who is a child of a named insured or the named insured's spouse shall receive benefits for medical expenses under the automobile policy of the named insured, subject to the following:
  - i. If the child is a child of more than one named insured or of more than one spouse of a named insured, the child shall receive benefits under the terms of the automobile policy of the named insured who has legal custody of that child or whose spouse has legal custody of that child.
  - ii. If the child is a child of more than one named insured or of more than one named insured's spouse, and legal custody of that child has either never been awarded, or has been awarded jointly, then the child shall receive benefits under the terms of the automobile policy of the named insured whose birthday occurs earliest in the calendar year.
  - iii. If the child is a named insured or the spouse of a named insured, (a)1 above shall apply.
3. If neither (a)1 nor (a)2 above apply to an adult or child family member, then that family member shall receive benefits for medical expenses under the terms of the automobile policy of the named insured whose birthday occurs earliest in the calendar year.
4. If an automobile policy identifies more than one person as a named insured on the automobile policy, the birthday of the named insured whose birthday occurs earliest in the calendar year shall be considered the determinant birthday on that automobile policy.

(b) An insured shall not receive benefits for medical expenses under more than one automobile policy.

(c) If an automobile policy PIP plan provides benefits for medical expenses for an insured who is eligible for medical expense benefits under more than one automobile policy PIP plan, the automobile insurer of the paying PIP plan may seek equitable pro rata contributions from the other automobile policy PIP plan(s) for the benefits actually paid by the paying PIP plan.

#### Case Notes

Primary carrier must pay PIP benefits and may seek contribution from other carriers. *U.S. Fidelity & Guar. Co. v. Industrial Indem. Co.*, 264 N.J.Super. 379, 624 A.2d 1014 (A.D.1993), certification denied 134 N.J. 484, 634 A.2d 530.

Double recovery of PIP benefits is prohibited. *Martin v. Prudential Ins. Co.*, 255 N.J.Super. 524, 605 A.2d 762 (A.D.1992).

Passenger could recover PIP benefits under both driver's policy and own policy. *Martin v. Prudential Ins. Co.*, 255 N.J.Super. 524, 605 A.2d 762 (A.D.1992).

#### 11:3-37.13 Penalties

Each automobile policy or health benefits plan subject to the terms of this subchapter which fails to comply with the terms herein shall be in violation of this subchapter. Failure to comply with the terms of this subchapter may result in the assessment of any and all penalties in accordance with the laws of this State.

#### 11:3-37.14 Severability

If any provision of this subchapter or application thereof to any person or circumstance is held invalid, the remainder of the subchapter and the application of such provision to other persons or circumstances shall not be affected thereby.

### SUBCHAPTER 38. TOWING AND STORAGE FEE SCHEDULE

#### 11:3-38.1 Purpose and scope

(a) The purpose of this subchapter is to establish towing and storage fee schedules on a regional basis pursuant to N.J.S.A. 17:33B-47 for the reimbursement of towing charges and storage charges for private passenger automobiles that are damaged in accidents or are recovered after being stolen.

(b) The provisions of this subchapter apply to all insurers which write private passenger automobile insurance in this State and to all persons who provide towing and storage services in this State for private passenger automobiles that are damaged in accidents or are recovered after being stolen.

#### 11:3-38.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

“Automobile” means a private passenger automobile of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, or delivery sedan, a van, or a panel truck or a camper type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the insured other than farming or ranching. An automobile owned by a farm family copartnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger automobile owned by two or more relatives resident in the same household.

“Basic towing service” means the removal and transportation of an automobile from a highway, street or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.

“Commissioner” means the Commissioner of Insurance of the State of New Jersey.

“Department” means the New Jersey Department of Insurance.

“Inside buildings” means a vehicle storage facility that is completely indoors, having one or more openings in the walls for storage and removal of vehicles and that is secured by a locking device on each opening.

“Motor vehicle accident” means an occurrence in which a private passenger automobile comes in contact with any other object for which the private passenger automobile must be towed or removed for placement in a storage facility. This includes all situations which are accidental as to the insured even if they were caused by the intentional acts of a perpetrator where the perpetrator was not the insured or not otherwise involved with the insured.

“Tow vehicle’s base of service” means the towing operator’s principal place of business where the tow vehicle is stationed when not in use.

“Outside secured” means an automobile storage facility that is not indoors and is secured by a fence, wall or other man-made barrier that is at least six feet high and is installed with a passive alarm system or a similar on-site security measure. The facility is to be lighted at night.