

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

**LORIANNA FERRARA, BEABI NANKU,
and EDWARD KAMINSKY, individually
and on behalf of all others similarly
situated,**

Plaintiffs,

v.

**PROGRESSIVE GARDEN STATE
INSURANCE CO., a foreign corporation,
and DRIVE NEW JERSEY INSURANCE
COMPANY, a foreign corporation,**

Defendants.

CASE NO.:

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR DAMAGES

Plaintiffs Lorianna Ferrara, Beabi Nanku, and Edward Kaminski, on behalf of themselves and all others similarly situated, file this Class Action Complaint against Defendants Progressive Garden State Insurance Co. (“Progressive Garden State”) and Drive New Jersey Insurance Company (“Drive New Jersey”), and in support thereof state the following:

NATURE OF THE ACTION

1. Plaintiffs Ferrara and Nanku were insured under automobile insurance policies issued by Defendant Progressive Garden State and suffered total losses of their insured vehicles. Plaintiffs Ferrara and Nanku made covered claims for physical damage under their policies. Progressive Garden State breached its policy contracts with Ferrara and Nanku by failing to pay the cost of title transfer fees and registration transfer fees due under their policies.

2. Plaintiff Kaminski was insured under an automobile insurance policy issued by Defendant Drive New Jersey, an affiliate of Progressive Garden State, and suffered a total loss of his insured vehicle. Plaintiff Kaminski made a covered claim for physical damage under his

policy. Drive New Jersey breached its policy contract with Kaminski by failing to pay the cost of title transfer fees and registration transfer fees due under the policy

3. Defendants Progressive Garden State and Drive New Jersey are entities operating and transacting in insurance under the umbrella of the Progressive Group of Insurance Companies. Upon information and belief, the automobile policies and relevant policy language used and implemented by Defendants in New Jersey are materially identical. Attached hereto as Exhibit A is the Progressive policy (the “Progressive Policy”) issued to Plaintiff Nanku, and the language found therein is applicable to each Plaintiff and all putative Class members.

4. The Progressive Policy promises to pay for any “loss” to the insured vehicle, whether resulting from collision (such as a motor vehicle accident) or otherwise (such as theft). (Ex. A, Progressive Policy at 38-39.) Plaintiffs and all Class members suffered loss in the form of a “total loss” – a loss of the entire vehicle.

5. The Progressive Policy limits Defendants liability on first-party total loss physical damage claims to the Actual Cash Value (“ACV”) of the damaged property. (*Id.* at 43.) The Progressive Policy requires Defendants to determine ACV for the property at “the time of the loss.” (*Id.*)

6. New Jersey requires all vehicles to be legally titled and registered; otherwise, insureds cannot operate the vehicles at all.

7. By law, an ACV policy indemnifies insureds such that payment for the “loss” of a legally titled and registered vehicle legally operable in New Jersey necessarily includes, at minimum, an amount sufficient to legally operate a vehicle in New Jersey, just as the insureds did prior to the loss.

8. All else being equal, the value of a vehicle that is legally operable is higher than

the value of a vehicle that is not legally operable. Mandatory title and registration transfer fees are a factor that willing buyers and sellers consider in vehicle transactions.

9. The ACV of a vehicle thus includes mandatory, unavoidable title transfer fees and registration (tag) transfer fees.

10. Defendants, however, as a matter of uniform procedure and process, do not include title transfer and tag transfer fee amounts in making payment to insureds who have suffered a total loss. Defendants thus breached their policy contracts with Plaintiffs and every member of the Classes defined below.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)(2) because (a) Plaintiffs are member of putative classes, consisting of at least 100 members; (b) Plaintiffs are New Jersey citizens and Defendants are Ohio citizens; and (c) the amount-in-controversy exceeds the sum of \$5 million exclusive of interest and costs.

12. Venue is proper in this Court because a substantial portion of the acts and course of conduct giving rise to the claims alleged occurred within the district and Defendants are subject to personal jurisdiction here.

PARTIES

13. Plaintiff Kaminsky is and was domiciled in Middlesex County, New Jersey, and was a New Jersey citizen at all times relevant to this lawsuit.

14. Plaintiff Ferrara is and was domiciled in Essex County, New Jersey and was a New Jersey citizen at all times relevant to this lawsuit.

15. Plaintiff Nanku is and was domiciled in Union County, New Jersey and was an New Jersey citizen at all times relevant to this lawsuit.

16. Progressive Garden State is and was, at all times relevant to this lawsuit, an Ohio corporation with its principal place of business in Ohio. Progressive Garden State is authorized to transact insurance in New Jersey.

17. Drive New Jersey is and was, at all times relevant to this lawsuit, an Ohio corporation with its principal place of business in Ohio. Drive New Jersey is authorized to transact insurance in New Jersey.

FACTUAL ALLEGATIONS

A. *The Progressive Policy*

18. The Progressive Policy provides that for “Collision” and “Comprehensive” coverages, Defendants will pay for each “loss” to an “covered auto” or “non-owned auto.” (Ex. A, Progressive Policy at 38-39.)

19. The Progressive Policy represents that a limit of Defendants’ liability for loss, with respect to “Collision” and “Comprehensive” coverage, is “the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible.” (*Id.* at 43.)

20. In the event of a loss, including a total loss, the Progressive Policy provides that Defendants may either: (1) pay for the loss in money, or (2) repair or replace the damaged or stolen property. (*Id.* at 45.)

21. As a matter of uniform procedure and process, when an insured suffers a total loss, Defendants elect to pay for the loss, rather than repair or replaced the damaged vehicle.

22. Because a total loss is the term used to describe the scenario in which the cost to repair the damage exceeds the ACV of the vehicle, the relevant limitation on liability in the context of a total loss is always ACV.

23. Thus, in the context of a total loss, Defendants are obligated to pay at least ACV.

24. The Progressive Policy does not condition any aspect of coverage upon the purchase of a replacement vehicle or incurring costs associated with replacing the insured loss, whether a total or partial loss.

25. Upon information and belief, each Class member was insured under policies that were materially identical to the Progressive Policy with respect to Defendants obligation to pay ACV in the event of a total loss.

B. *The Promise to Pay ACV Includes the Obligation to Pay Applicable Replacement Fees*

26. Title transfer fees and registration transfer fees are necessary and mandatory vehicle replacement costs in New Jersey.

27. Throughout the class period, New Jersey prohibited buying or selling motor vehicles unless the certificate of title under the name of the buyer was provided. New Jersey also prescribes the method and form for applying for transfer of certificate of title into the name of the buyer. New Jersey imposes a flat (minimum) fee on certificate of title transfers. These title transfer fees are mandatory and apply to the replacement of all total-loss vehicles in New Jersey. At the time of Plaintiffs' total losses, the title transfer fee was \$85.00.

28. Unlike some states, New Jersey does not prescribe an exception to the imposition of the title transfer fees for consumers who are replacing a total-loss vehicle. Instead, the title transfer fee is applicable to all vehicle purchases, including when replacing a total-loss vehicle.

29. Throughout the class period, New Jersey required that every vehicle be legally and properly registered to be used or operated on New Jersey highways and roadways. These registration fees are mandatory and apply to the purchase of all vehicles in New Jersey, including when replacing a total-loss vehicle. The registration transfer fee at the time of loss on Plaintiffs' replacement vehicle was \$4.50.

30. By promising to pay ACV, Defendants promised to pay these mandatory vehicle replacement costs as part of its Collision and Comprehensive coverages

31. Defendants, however, by the conduct alleged herein, breached their contracts with Plaintiffs and the other Class members by failing to pay title transfer fees or registration transfer fees upon the total-loss of an insured vehicle.

C. *Defendants Failed to Pay Plaintiffs the ACV to Which They Were Entitled*

32. Plaintiff Ferrara entered into an agreement under the Progressive Policy to be insured by Progressive Garden State.

33. The Progressive Policy provided physical damage coverage for Plaintiff Ferrara's 2011 Cadillac CTS Premium 4 Door Sedan, VIN No. 1G6DS5ED7B0129469.

34. On or about December 4, 2015, Plaintiff Ferrara was involved in an auto collision while operating the insured vehicle. Plaintiff Ferrara filed a claim with Progressive Garden State following the accident, Claim No. 15-4958330-01.

35. Progressive Garden State determined that Plaintiff Ferrara's vehicle was a total loss and that the claim was a covered claim.

36. Progressive Garden State, through a third-party vehicle valuation provider, determined the vehicle had a base value of \$17,216.13 and an adjusted value (after adjustments for condition and after-market parts) of \$17,254.85. (Exhibit B, Ferrara Market Valuation Report.)

37. Progressive Garden State then added sales tax in the amount of \$1,207.84 for a total of \$18,462.69. (Exhibit C, Ferrara Total Loss Settlement Letter.) Progressive Garden State did not include any amount for title transfer or tag transfer fees.

38. Progressive Garden State's failure to pay title transfer and tag transfer fees to Plaintiff Ferrara at the time of the loss breached the Progressive Policy because these fees are

mandatory costs necessary for the full payment of the loss suffered and constitute elements of the ACV of the insured vehicle.

39. Plaintiff Nanku entered into an agreement under the Progressive Policy to be insured by Progressive Garden State.

40. The relevant policy provided physical damage coverage for Plaintiff Nanku's 2009 Nissan Murano SL, VIN No. JN8AZ18W152905.

41. On or about February 8, 2019, Plaintiff Nanku was involved in an auto collision while operating the insured vehicle. Plaintiff Nanku filed a claim with Progressive Garden State following the accident, Claim No. 19-4208744-01.

42. Progressive Garden State determined that Plaintiff Nanku's vehicle was a total loss and that the claim was a covered claim.

43. Progressive Garden State, through its third-party vehicle valuation provider, determined that Plaintiff Nanku's vehicle had a base value of \$6,605.88 and an adjusted value of \$6,148.94. (Exhibit D, Nanku Market Valuation Report.)

44. Progressive Garden State then added sales tax of \$407.37 and subtracted a deductible of \$2,000, for a total of \$4,556.31. (Exhibit E, Nanku Total Loss Settlement Letter.) Progressive Garden State did not include any amount for title or tag transfer fees.

45. Progressive Garden State's failure to pay title transfer and tag transfer fees to Plaintiff Nanku at the time of the loss breached the Progressive Policy because these fees are mandatory costs necessary for full payment for the loss suffered and constitute elements of the ACV of the insured vehicle.

46. Plaintiff Kaminski entered into an agreement under the Progressive Policy to be insured by Drive New Jersey.

47. The relevant policy provided physical damage coverage for Plaintiff Kaminski's 2014 Hyundai Sonata Limited VIN No. 5 NPEC4AC6EH910341.

48. On or about February 16, 2019, Plaintiff Kaminsky was involved in an auto collision while operating his insured vehicle. Plaintiff Kaminski filed a claim with Drive New Jersey following the accident, claim number 19-3910625-01.

49. Drive New Jersey determined that the vehicle was a total loss and that the claim was a covered claim.

50. Drive New Jersey, through its third-party vehicle valuation provider, determined the vehicle had a base value of \$11,729.44 and an adjusted value of \$11,516.23. (Exhibit F, Kaminski Market Valuation Report.)

51. Drive New Jersey then added \$762.95 in sales tax and subtracted a \$500.00 deductible, for a total of \$11,779.18. Drive New Jersey did not include any amount in title transfer or tag transfer fees.

52. Drive New Jersey's failure to pay title transfer and tag transfer fees to Plaintiff Kaminski at the time of the loss breached the Policy because these fees are mandatory costs necessary for full payment for the loss suffered and constitute elements of the ACV of the insured vehicle.

53. Plaintiffs paid all premiums owed and otherwise satisfied all conditions precedent such that his insurance policy was in effect and operational at the time of the accident.

54. Plaintiffs and all members of the Classes, as defined below, were owed title transfer fees in the amount of \$85.00 and tag transfer fees in the amount of \$4.50.

CLASS ALLEGATIONS

55. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and, and 23(b)(3) of

the Federal Rules of Civil Procedure on behalf of themselves and the following Classes.

56. Plaintiffs Ferrara and Nanku seek to represent a class (the “Progressive Garden State Class”) defined as:

All persons: (a) who insured a vehicle for physical damage coverage under a New Jersey automobile insurance policy issued by Progressive Garden State, (b) who made a claim under the policy for physical damage, (c) whose claim was adjusted as a total-loss within the six-year time period prior to the date on which this lawsuit was filed until the date of any certification order, (d) who were paid on an ACV basis, and (e) not paid the costs of title transfer fees or registration transfer fees.

57. Plaintiff Kaminski seeks to represent a class (the “Drive New Jersey Class”) defined as:

All persons: (a) who insured a vehicle for physical damage coverage under a New Jersey automobile insurance policy issued by Drive New Jersey, (b) who made a claim under the policy for physical damage, (c) whose claim was adjusted as a total-loss within the six-year time period prior to the date on which this lawsuit was filed until the date of any certification order, (d) who were paid on an ACV basis, and (e) not paid the costs of title transfer fees or registration transfer fees.

58. Excluded from the Classes are Defendants and any of their members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; governmental entities; and the Court staff assigned to this case and their immediate family members. Plaintiffs reserve the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

59. This action has been brought and may properly be maintained on behalf of the Classes proposed herein under the criteria of Rule 23 of the Federal Rules of Civil Procedure.

60. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Classes are so numerous that individual joinder of all Class members is impracticable. While Plaintiffs are informed and believe that there are thousands of members in each Class, the precise number of Class members is unknown to Plaintiffs, but may be ascertained from Defendants’

books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

61. Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3). This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. whether Defendants' agreement to pay ACV in the event of total loss obligated Defendants to pay the costs of title transfer fees and registration transfer fees to Plaintiffs and the other Class members;
- b. whether Defendants breached their contracts with Plaintiffs and the other Class members; and
- c. the amount and nature of relief to be awarded to Plaintiffs and the other Class members.

62. Typicality – Federal Rule of Civil Procedure 23(a)(3). Plaintiffs' claims are typical of the other Class members' claims because Plaintiffs and the other Class members were all similarly affected by Defendants' failure to pay the costs of title transfer fees and registration transfer fees under New Jersey insurance policies that provided for an ACV payment in the event of total loss. Plaintiffs' claims are based upon the same legal theories as those of the other Class members. Plaintiffs and the other Class members sustained damages as a direct and proximate result of the same wrongful practices in which Defendants engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Class members

63. Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4). Plaintiffs are adequate Class representatives because their interests do not conflict with the

interests of the other Class members who they seek to represent, Plaintiffs have retained counsel competent and experienced in complex class action litigation, including successfully litigating class action cases similar to this one, where insurers breached contracts with insureds by failing to include sales tax, title transfer fees, and tag transfer fees in total loss situations, and Plaintiffs intend to prosecute this action vigorously. The Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

64. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class members as a whole.

65. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for the Class members to individually seek redress for Defendants' wrongful conduct. Even if the Class members could afford litigation the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CLAIMS

COUNT I – BREACH OF CONTRACT AGAINST PROGRESSIVE GARDEN STATE

66. Plaintiffs Ferrara and Nanku incorporate by reference each allegation set forth in the preceding paragraphs.

67. Plaintiffs Ferrara and Nanku bring this claim individually and on behalf of the other Progressive Garden State Class members.

68. Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members were parties to insurance contracts with Progressive Garden State, as described herein.

69. Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members' insurance contracts with Progressive Garden State are governed by New Jersey law.

70. Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members made claims under their insurance contracts with Progressive Garden State, which Progressive Garden State determined to be first-party total losses under the insurance contract, and which Progressive Garden State determined to be covered claims.

71. Pursuant to the above-described contractual provisions, upon the total loss of their insured vehicles, Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members were each owed the ACV of their vehicles, which includes title transfer fees and registration transfer fees.

72. Progressive Garden State failed to pay the requisite costs title transfer fees and registration transfer fees to Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members on their total loss claims.

73. Progressive Garden State's failure to pay the requisite costs of title transfer fees and registration transfer fees constitutes a material breach of Progressive Garden State's policy

contracts with Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members.

74. As a result of Progressive Garden State's contractual breaches, Plaintiffs Ferrara and Nanku and each of the other Progressive Garden State Class members have been damaged, and are entitled under Progressive Garden State's insurance contracts to sums representing the benefits owed for title transfer fees and registration transfer fees, as well as costs, pre-judgment and post-judgment interest, injunctive relief, and other relief as appropriate.

COUNT II – BREACH OF CONTRACT AGAINST DRIVE NEW JERSEY

75. Plaintiff Kaminski incorporates by reference each allegation set forth in paragraphs 1-55 and 57-65.

76. Plaintiff Kaminski bring this claim individually and on behalf of the other Drive New Jersey Class members.

77. Plaintiff Kaminski and each of the other Drive New Jersey Class members were parties to insurance contracts with Drive New Jersey, as described herein.

78. Plaintiff Kaminski and each of the other Drive New Jersey Class members' insurance contracts with Drive New Jersey are governed by New Jersey law.

79. Plaintiff Kaminski and each of the other Drive New Jersey Class members made claims under their insurance contracts with Drive New Jersey, which Drive New Jersey determined to be first-party total losses under the insurance contract, and which Drive New Jersey determined to be covered claims.

80. Pursuant to the above-described contractual provisions, upon the total loss of their insured vehicles, Plaintiff Kaminski and each of the other Drive New Jersey Class members were each owed the ACV of their vehicles, which includes title transfer fees and registration transfer

fees.

81. Drive New Jersey failed to pay the requisite costs title transfer fees and registration transfer fees to Plaintiff and each of the other Drive New Jersey Class members on their total loss claims.

82. Drive New Jersey's failure to pay the requisite costs of title transfer fees and registration transfer fees constitutes a material breach of Drive New Jersey's policy contracts with Plaintiff Kaminski and each of the other Drive New Jersey Class members.

83. As a result of Drive New Jersey contractual breaches, Plaintiff and each of the other Drive New Jersey Class members have been damaged, and are entitled under Drive New Jersey insurance contracts to sums representing the benefits owed for title transfer fees and registration transfer fees, as well as costs, pre-judgment and post-judgment interest, injunctive relief, and other relief as appropriate.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other Class members, respectfully requests that the Court enter judgment in his favor and against Defendants as follows:

- a. An order certifying the proposed Classes, as requested herein, designating Plaintiffs as Class representative, and appointing Plaintiffs' undersigned attorneys as counsel for the Classes;
- b. An award of compensatory damages, and all other available damages, for Plaintiff and the other Class members, as well as pre- and post- judgment interests on any amounts awarded;
- c. An order enjoining Defendants from continuing the illegal practices alleged herein, and for other injunctive relief as is proven appropriate in this matter;
- d. An award of attorney's fees, expenses, and costs of suit as appropriate pursuant to applicable law; and

e. An order providing such other and further forms of relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: February 3, 2020

Respectfully submitted,

/s/ Mark A. DiCello
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***Counsel for Plaintiff
and the Proposed Class***

*Application for admission *pro hac vice* to be submitted

EXHIBIT A



NEW JERSEY

STANDARD AUTO POLICY



Form 9611D NJ (10/17)
version 2.0



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INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, the **declarations page**, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in bold-face type and have the same meaning whether in the singular, plural, or any other form.

1. **"Additional auto"** means an **auto you** become the owner of during the policy period that does not permanently replace an **auto** shown on the **declarations page** if:
 - a. **we** insure all other **autos you** own;
 - b. the **additional auto** is not covered by any other insurance policy;
 - c. **you** notify **us** within 30 days of becoming the owner of the **additional auto**; and
 - d. **you** pay any additional premium due.

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure an **additional auto** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage. However, **we** will not provide any coverage under Part IV—Damage To A Vehicle until **you** ask **us** to add such coverage for the **additional auto**, and provided **you** comply with the New Jersey Mandatory Inspection provisions appearing in Part VII—General Provisions.

2. **"Auto"** means a land motor vehicle:
 - a. of the private passenger, pickup body, or cargo van type;
 - b. designed for operation principally upon public roads;
 - c. with at least four wheels; and
 - d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications.

However, **"auto"** does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

3. **"Auto business"** means the business of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles.
4. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
5. **"Covered auto"** means:
 - a. any **auto** or **trailer** shown on the **declarations page** for the coverages applicable to that **auto** or **trailer**;
 - b. any **additional auto**;
 - c. any **replacement auto**; or
 - d. a **trailer** owned by **you**.

6. “**Declarations page**” means the document showing **your** coverage, limits of liability, **covered autos**, premium, and other policy-related information. The **declarations page** may also be referred to as the Auto Insurance Coverage Summary.
7. “**Occupying**” means using, entering into, exiting from, getting on or getting off of.
8. “**Personal vehicle sharing program**” means a system or process, operated by a business, organization, network, group, or individual, that facilitates the sharing of private passenger motor vehicles for use by individuals, businesses, or other entities.
9. “**Rated resident**” means a person residing in the same household as you at the time of the loss who is not a **relative**, but only if that person is both:
- listed in the “Drivers and household residents” section on the **declarations page**; and
 - not designated as either an “Excluded” driver or a “List Only” driver.
- For purposes of the **rated resident** definition, an “Excluded” driver is still entitled to all of the benefits as outlined under N.J.A.C. 11:3-13:5.
10. “**Relative**” means a person residing in the same household as **you**, and related to **you** by blood, marriage, civil union, or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.
11. “**Replacement auto**” means an **auto** that permanently replaces an **auto** shown on the **declarations page**. A **replacement auto** will have the same coverage as the **auto** it replaces if the **replacement auto** is not covered by any other insurance policy. However, if **you** want to continue any coverage **you** had on the replaced **auto** under Part IV—Damage To A Vehicle:
- you** must ask **us** to insure the **replacement auto** within three days after **you** become the owner, including the day the **auto** was acquired and excluding Saturdays, Sundays, and New Jersey legal holidays;
 - the **auto** being replaced must have been continuously covered for Comprehensive Coverage and Collision Coverage for at least 12 months prior to the date of replacement; and
 - you** must comply with the New Jersey Mandatory Inspection provisions appearing in Part VII—General Provisions.

If the **auto** being replaced did not continuously have Comprehensive Coverage and Collision Coverage for the preceding 12 months, **you** may add coverage for the **replacement auto**. However, if **you** add coverage under Part IV—Damage To A Vehicle, it will not become effective until after **you** ask **us** to add the coverage and **you** comply with the New Jersey Mandatory Inspection provisions appearing in Part VII—General Provisions. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.

12. “**Ride-sharing activity**” means the use of any vehicle to provide transportation of persons or property in connection with a **transportation network company** from the time a user logs on to, or signs in to, any online-enabled application, software, website or system until the time the user logs out of, or signs off of, any such online-enabled application, software, website or system, whether or not the

user has accepted any passenger(s) or delivery assignment, including the time the user is on the way to pick up any passenger(s) or property, or is transporting any passenger(s) or property.

- 13. **“Trailer”** means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by an **auto** and not being used:
 - a. for commercial purposes;
 - b. as an office, store, or for display purposes; or
 - c. as a passenger conveyance.
- 14. **“Transportation network company”** means a corporation, partnership, sole proprietorship, or other entity that uses any online-enabled application, software, website or system to connect drivers with clients or passengers to facilitate and/or provide transportation or delivery services for compensation or a fee.
- 15. **“We,” “us”** and **“our”** mean the underwriting company providing the insurance, as shown on the **declarations page**.
- 16. **“You”** and **“your”** mean:
 - a. a person shown as a named insured on the **declarations page**; and
 - b. the following person, if residing in the same household as a named insured:
 - (i) the spouse of a named insured; or
 - (ii) a person who has entered into a civil union with a named insured pursuant to New Jersey law.

Additionally, **“you”** and **“your”** include any spouse that ceases to reside in the named insured’s household during the policy period, until the end of that policy period.

PART I—LIABILITY TO OTHERS

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I:

- 1. **“Insured person”** means:
 - a. **you**, a **relative**, or a **rated resident** with respect to an accident arising out of the ownership, maintenance or use of an **auto** or a **trailer**;
 - b. any person with respect to an accident arising out of that person’s use of a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a. or b. above; and
 - d. any “Additional Interest” shown on the **declarations page** with respect only to its liability for the acts or omissions of a person described in a. or b. above.

"Property Damage" means physical damage to, destruction of, or loss of tangible property.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid, offered to pay, or deposited in court, that portion of the judgment which does not exceed **our** limit of liability;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an accident resulting in **bodily injury** or **property damage** covered under this Part I. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, will not apply to any **insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle or trailer while being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion:

- a. applies only to damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of New Jersey; and
 - b. does not apply to shared-expense car pools;
2. any liability assumed under any contract or agreement by **you**, a **relative**, or a **rated resident**;
 3. **bodily injury** to an employee of that **insured person** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
 4. **bodily injury** or **property damage** arising out of an accident involving any vehicle, other than a **covered auto**, while being maintained or used by a person while employed or engaged in any **auto business**;
 5. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
 6. **bodily injury** or **property damage** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;

- any obligation to which the United States Government is liable under the Federal Tort Claims Act;
8. **bodily injury or property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected;
 9. **property damage** to any property:
 - a. owned or being transported by that **insured person**; or
 - b. rented to, used by, or in the charge of that **insured person**, other than a residence or a private garage not owned by that **insured person**;
 10. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered auto** for which this coverage has been purchased;
 11. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle owned by a **relative** or a **rated resident** or furnished or available for the regular use of a **relative** or a **rated resident**, other than a **covered auto** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
 12. **bodily injury or property damage** arising out of **your**, a **relative's**, or a **rated resident's** use of a vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
 13. **bodily injury or property damage** arising out of the use of a **covered auto** while leased or rented to others, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
 14. punitive or exemplary damages; or
 15. **bodily injury or property damage** intended by, or reasonably expected to result from, a criminal act or omission of that **insured person**. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for liability coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and

The amount shown for "property damage" is the most **we** will pay for the total of all **property damage** resulting from any one accident.

The "each person" limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

An **auto** and attached **trailer** are considered one **auto**. Therefore, the limits of liability will not be increased for an accident involving an **auto** that has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law of the state where proof of financial responsibility has been certified, to the extent required by that state's law. The **insured person** must reimburse **us** if **we** make a payment that **we** would not have made if this policy were not certified as proof of financial responsibility in another state.

OTHER INSURANCE

If there is any other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for a vehicle or trailer, other than a **covered auto**, will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered auto** is principally garaged, and the state, province, territory or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limits; or

ance whenever the non-resident uses an **auto** in that state, province, territory or possession, this policy will provide the greater of:

- a. the required minimum amounts and types of coverage; or
- b. the limits of liability under this policy.

PART II—PERSONAL INJURY PROTECTION (PIP) COVERAGE

INSURING AGREEMENT—PERSONAL INJURY PROTECTION—MEDICAL EXPENSE COVERAGE

Subject to the Limits of Liability, if **you** pay the premium for Personal Injury Protection—Medical Expense Coverage, **we** will pay benefits incurred because of **bodily injury** caused by an accident and sustained by an **insured person**:

- 1. while **occupying**, entering into, alighting from, getting on, getting off of, loading, unloading, or using an **automobile**; or
- 2. as a **pedestrian**, caused by an **automobile** or by an object propelled by or from an **automobile**.

Personal Injury Protection—Medical Expense Coverage benefits consist of **medical expenses** benefits.

INSURING AGREEMENT—PERSONAL INJURY PROTECTION—NON-MEDICAL EXPENSE COVERAGE (EXTRA PIP PACKAGE)

Subject to the Limits of Liability for each coverage, if **you** pay the premium for Personal Injury Protection—Medical Expense Coverage, and do not decline Personal Injury Protection—Non-Medical Expense Coverage, **we** will pay, only up to base limits, Non-Medical Expense benefits incurred because of **bodily injury** caused by an accident and sustained by an **insured person**:

- 1. while **occupying**, entering into, alighting from, getting on, getting off of, loading, unloading, or using an **automobile**; or
- 2. as a **pedestrian**, caused by an **automobile** or by an object propelled by or from an **automobile**.

Subject to the Limits of Liability for each coverage, if **you** pay a separate premium for Personal Injury Protection—Non-Medical Expense Coverage, **we** will pay Non-Medical Expense benefits incurred because of **bodily injury** caused by an accident and sustained by an **insured person**:

- 1. while **occupying**, entering into, alighting from, getting on, getting off of, loading, unloading, or using an **automobile**; or
- 2. as a **pedestrian**, caused by an **automobile** or by an object propelled by or from an **automobile**.

Personal Injury Protection—Non-Medical Expense Coverage benefits consist of:

- 1. **income continuation** benefits;

2. **essential services** benefits;
3. **death benefits**; and
4. **funeral expenses** benefits.

When the **declarations page** does not list these four Non-Medical Expense Coverage benefits and their coverage limits, **you** have elected Medical-only Personal Injury Protection coverage, and these four benefits are not provided for **you**, nor for **relatives**.

INSURING AGREEMENT—PERSONAL INJURY PROTECTION— EXTENDED MEDICAL PAYMENTS COVERAGE

Subject to the Limit of Liability shown on the **declarations page** for Extended Medical Payments Coverage, **we** will pay benefits not covered under Personal Injury Protection—Medical Expense Coverage and incurred because of **bodily injury**:

1. caused by an accident;
2. sustained by an **insured person**; and
3. arising out of the maintenance or use of a **highway vehicle** not owned by **you** or a **relative**.

Extended Medical Payments Coverage benefits consist of **medical expenses** benefits.

ADDITIONAL DEFINITIONS

When used in this Part II:

1. **“Allowable expense”** means a medically necessary, reasonable and customary item of expense covered at least in part by an **insured person’s** health benefits plan(s) or personal injury protection plan as an **eligible expense**. When a plan provides benefits in the form of services, the reasonable monetary value of each such service shall be considered as both an **allowable expense** and a paid benefit.
2. **“Automobile”** means a self-propelled vehicle of one of the following types, which is designed for use principally on public roads:
 - a. a private passenger or station wagon type automobile that is owned or hired by **you**;
 - b. a pickup, delivery sedan or van owned by the named insured, or the spouse or civil union partner of the named insured who resides in the same household; or
 - c. a utility automobile, panel truck, or camper type vehicle owned by the named insured, or the spouse or civil union partner of the named insured who resides in the same household, and that is used as a camper, a motor home, or for recreational purposes.

However, **“automobile”** does not include:

- a. a motorcycle;
- b. an automobile used as a public or livery conveyance;
- c. a pickup, delivery sedan, van, or utility automobile customarily used in the occupation, profession or business of an **insured person** other than farming or ranching; or
- d. a utility automobile customarily used for the transportation of passengers other than members of the user’s family or their guests.

- Catastrophic injury treatment expense means reasonable, medically supported, and necessary **medical expenses** and **non-medical expenses** for care prescribed by a treating medical provider and incurred for the treatment of:
- a. permanent or significant brain injury;
 - b. permanent or significant spinal cord injury;
 - c. permanent or significant disfiguring injury; or
 - d. other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following the accident and until the **insured person**:
 - i. is stable;
 - ii. no longer requires critical care; and
 - iii. is capable of being safely discharged or transferred to another facility in the judgment of the attending physician.
4. **“Clinically supported”** means that a **health care provider**, prior to selecting, performing or ordering the administration of a treatment or diagnostic test, has:
- a. personally examined the **insured person** to ensure that the proper medical indications exist to justify ordering the treatment or test;
 - b. physically examined the **insured person** including making an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
 - c. considered any and all previously performed tests that relate to the injury, and the results, and which are relevant to the proposed treatment or test; and
 - d. recorded and documented these observations, positive and negative findings, and conclusions on the **insured person’s** medical records.
5. **“Death benefits”** means the unpaid remainder of **income continuation** benefits and/or **essential services** benefits. Where an **insured person** is otherwise entitled to one or both of these coverages, the remainders of the limits of one or both are due in the event of the death of the **insured person** as a result of injuries sustained in an accident. If the **insured person** was, at the time of the accident, an **income producer** otherwise entitled to **income continuation** benefits, the remainder thereof is due. If the **insured person** was, at the time of the accident, a provider of **essential services** otherwise entitled to **essential services** benefits, the remainder thereof is due.

However, where the Limit of Liability shown on the **declarations page** for **“Death Benefits”** is not shown as “Base,” **“Death Benefits”** shall mean both the benefits as set forth in the preceding paragraph and also the Limit of Liability shown on the **declarations page** for **“Death Benefits,”** which combined amount shall be due in the event of the death of an **insured person** as a result of injuries sustained in an accident.

6. **“Decision point”** means those junctures in the treatment of injuries indicated by hexagonal boxes on the Care Paths where a decision must be made about the continuation or choice of further treatment. The determination whether to administer one of the tests listed in N.J.A.C. 11:3-4.5(b) also constitutes a **decision point** for **identified injuries**, and for all other injuries.
7. **“Decision point review”** means the procedures set forth in an insurer’s approved **decision point review** plan in regard to receiving notice and responding to requests for proposed treatment or testing at **decision points**.

8. **Diagnostic test** means a medical service or procedure utilizing biochemical, neurological, neurodiagnostic, radiological, vascular, or any means other than bioanalysis, intended to assist in establishing a medical, dental, physical therapy, chiropractic or psychological analysis, for the purpose of recommending or developing a course of treatment for the tested patient to be implemented by the treating practitioner or by the consultant.
9. **"Eligible charge"** means the treating **health care provider's** usual, customary and reasonable charge or the upper limit of the medical fee schedule as found in N.J.A.C. 11:3-29.6, whichever is lower.
10. **"Eligible expense"** means:
- a. in the case of health benefits plans, that portion of the **medical expenses** incurred for treatment of an injury which is covered under the terms and conditions of the plan, without application of the deductible(s) and co-payment(s), if any; and
 - b. in the case of personal injury protection plans, that portion of the **medical expenses** incurred for treatment of an injury which, without considering any deductible and co-payment, shall not exceed:
 - i. the percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
 - ii. the reasonable amount for the **medical expense** as determined by **us**, considering the medical fee schedules **we** use to determine fees for similar services or equipment in the region where the service or equipment was provided, when an incurred **medical expense** is not included on the medical fee schedules.
11. **"Emergency care"** means all medically necessary treatment of a traumatic injury or a medical condition manifesting itself by acute symptoms of sufficient severity such that absence of immediate attention could reasonably be expected to result in death, serious impairment to bodily functions, or serious dysfunction of a bodily organ or part. Such **emergency care** shall include all medically necessary care immediately following an **automobile** accident, including, but not limited to, immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. **Emergency care** extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. **Emergency care** shall be presumed when medical care is initiated at a hospital within 120 hours of the accident.
12. **"Essential services"** means those services not performed for income that are ordinarily performed by an individual for the care and maintenance of such individual's family or family household. Payment for **essential services** shall be made in reimbursement of necessary and reasonable expenses incurred for such substitute **essential services** ordinarily performed by the injured **insured person**.
13. **"Funeral expenses"** means all reasonable funeral, burial and cremation expenses on account of the death of any one **insured person** in any one accident.
14. **"Health care provider"** means those persons licensed or certified to perform health care treatment or services compensable as **medical expenses** and shall include, but not be limited to:
- a. a hospital or health care facility which is maintained by a state or any of its political subdivisions;

14. a hospital or health care facility licensed by the Department of Health and Senior Services;
- c. other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, freestanding emergency clinics or offices, and private treatment centers;
 - d. a nonprofit voluntary visiting nurse organization providing health care services other than in a hospital;
 - e. hospitals or other health care facilities or treatment centers located in other states or nations;
 - f. physicians licensed to practice medicine and surgery;
 - g. licensed chiropractors;
 - h. licensed dentists;
 - i. licensed optometrists;
 - j. licensed pharmacists;
 - k. licensed chiropodists;
 - l. registered bio-analytical laboratories;
 - m. licensed psychologists;
 - n. licensed physical therapists;
 - o. certified nurse-midwives;
 - p. certified nurse-practitioners/clinical nurse specialists;
 - q. licensed health maintenance organizations;
 - r. licensed orthotists and prosthetists;
 - s. licensed professional nurses;
 - t. licensed occupational therapists;
 - u. licensed speech-language pathologists;
 - v. licensed audiologists;
 - w. licensed physicians' assistants;
 - x. licensed physical therapy assistants;
 - y. licensed occupational therapy assistants; and
 - z. providers of other health care services or supplies, including durable medical goods.
15. **"Highway vehicle"** means a land motor vehicle or trailer other than:
- a. an **automobile**;
 - b. a farm type tractor or other equipment designed for use principally off public roads while not on public roads;
 - c. a vehicle operated on rails or crawler treads; or
 - d. a vehicle while located for use as a residence or premises.
16. **"Hospital expenses"** means reasonable and necessary expenses for:
- a. the cost of treatment and services by a licensed and accredited acute care facility which engages primarily in providing diagnosis, treatment and care of sick and injured persons on an inpatient or outpatient basis;
 - b. the cost of covered treatment and services provided by an extended care facility which provides room and board and skilled nursing care 24 hours a day and which is recognized by the administrators of the federal Medicare program as an extended care facility; and

the rest of covered services at an ambulatory surgical facility supervised by a physician licensed in New Jersey or in another jurisdiction and recognized by the New Jersey Commissioner of Health and Senior Services, or any other facility licensed, certified or recognized by the New Jersey Commissioner of Health and Senior Services or the New Jersey Commissioner of Human Services or a nationally recognized system such as the Commission on Accreditation of Rehabilitation Facilities, or by another jurisdiction in which it is located.

17. **"Identified injury"** means the following **bodily injuries** for which the New Jersey Department of Banking and Insurance has established medical treatment protocols in accordance with N.J.S.A. 39:6A-3a and N.J.S.A. 39:6A-4a:
- a. cervical spine: soft tissue injury;
 - b. cervical spine: herniated disc/radiculopathy;
 - c. thoracic spine: soft tissue injury;
 - d. thoracic spine: herniated disc/radiculopathy;
 - e. lumbar-sacral spine: soft tissue injury;
 - f. lumbar-sacral spine: herniated disc/radiculopathy; and
 - g. any other **bodily injury** for which the New Jersey Department of Banking and Insurance has established medical treatment protocols in accordance with N.J.S.A. 39:6A-3.1a.
18. **"Income"** means salary, wages, tips, commissions, fees and other earnings derived from work or employment.
19. **"Income continuation"** means the payment of loss of income as a result of **bodily injury** to an **insured person** who, at the time of the accident causing **bodily injury**, was in an occupational status, earning or producing income.
20. **"Income producer"** means a person who, at the time of the accident causing personal injury or death, was in an occupational status, earning or producing income.
21. **"Insured person"** or **"insured persons"** means:
- a. **you** or any **relative**:
 - i. while **occupying**, loading, or unloading an **automobile**; or
 - ii. when struck by an **automobile**, or by an object propelled by or from an **automobile**, while a **pedestrian**; and
 - b. any other person while **occupying**, loading, or unloading a **covered auto** with **your** express or implied permission.

However, with respect to Extended Medical Payments Coverage only, **"insured person"** or **"insured persons"** means only:

- a. **you** or any **relative**:
 - i. while **occupying**, loading, or unloading a **highway vehicle** that is neither owned by nor available for the regular use of **you** or any **relative**; or
 - ii. sustaining **bodily injury** as a **pedestrian**, caused by a **highway vehicle** that is neither owned by nor available for the regular use of **you** or any **relative**; and
- b. any other person sustaining **bodily injury** within New Jersey:
 - i. while **occupying**, loading, or unloading a **highway vehicle** being operated by **you** or a **relative** that is neither owned by nor available for the regular use of **you** or any **relative**, and is not a motorcycle or a vehicle being used as a public or livery conveyance; or

While occupying, loading, or unloading a highway vehicle that is being operated by any other person with **your** express or implied permission, but that is neither owned by nor available for the regular use of **you** or any **relative**, and is not a motorcycle or a vehicle being used as a public or livery conveyance.

22. “**Medical expenses**” means reasonable and necessary expenses incurred for or as:
- medical, surgical, rehabilitative, and diagnostic treatments and services;
 - hospital expenses**;
 - ambulance or transportation services;
 - medication; and
 - non-medical expenses** that are for services prescribed by a treating **health care provider** for a permanent or significant brain, spinal cord or disfiguring injury.

All **medical expenses** must:

- be rendered by a **health care provider**;
- be **clinically supported** and consistent with the symptoms, diagnosis or indications of the **insured person**;
- be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an **identified injury**;
- not be rendered primarily for the convenience of the **insured person** or the **health care provider**; and
- not include unnecessary testing or treatment.

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

23. “**Non-medical expenses**” means charges for:
- products and devices that are not exclusively used for medical purposes or as durable medical equipment; and
 - services and activities such as recreational activities, trips, and leisure activities.
24. “**Pedestrian**” means any person who is not **occupying** a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.
25. “**Precertification**” or “**precertification request**” means the procedures in an insurer’s approved **decision point review** plan for the insurer to receive notice and respond to requests for listed specific medical procedures, treatments, diagnostic tests, other services, and durable medical equipment that are not subject to **decision point review** and that may be subject to overutilization.
26. “**Remaining allowable expenses**” means **medical expenses** that remain uncovered after an **insured person’s** health benefits plans have paid benefits toward an **insured person’s allowable expenses**. “**Remaining allowable expenses**” shall not include any amount for items of expense which exceed the dollar amounts or percentages recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.

1. Coverage under this Part II will not apply to **bodily injury**:
 - a. sustained while committing a high misdemeanor or felony;
 - b. sustained while seeking to avoid lawful apprehension or arrest by a police officer;
 - c. sustained by an **insured person** acting with the specific intent of causing **bodily injury** or damage to any person;
 - d. sustained by any person operating or **occupying** an **automobile** without the permission of the owner of the **automobile** or of the named insured under the policy of insurance covering that **automobile**;
 - e. sustained by an **insured person** while the owner or registrant of an **automobile** registered or principally garaged in New Jersey that was being operated without personal injury protection coverage;
 - f. sustained while **occupying** any vehicle used as a public or livery conveyance for passengers, including while being used for **ride-sharing activity**;
 - g. sustained while **occupying** any vehicle rented to others with a driver, including while being used in connection with a **personal vehicle sharing program**;
 - h. sustained by any person other than **you** or a **relative** if that person is entitled to New Jersey personal injury protection coverage as a named insured or relative under the terms of another policy;
 - i. sustained by a **relative** if the **relative** is entitled to New Jersey personal injury protection coverage as a named insured or relative under the terms of another policy;
 - j. arising out of the ownership, maintenance, operation, or use, including loading or unloading, of any vehicle while located for use as a residence or premises;
 - k. due to a nuclear reaction or radiation.
2. Coverage under this Part II does not apply to the following diagnostic tests:
 - a. spinal diagnostic ultrasound;
 - b. iridology;
 - c. reflexology;
 - d. surrogate arm mentoring;
 - e. surface electromyography (surface EMG);
 - f. mandibular tracking and stimulation; and
 - g. any other diagnostic test that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.
3. Pursuant to N.J.A.C. 13:30-8.22(b), coverage under this Part II does not apply to the following diagnostic tests which have been identified by the New Jersey State Board of Dentistry as failing to yield data of sufficient volume to alter or influence the diagnosis or treatment plan employed to treat TMJ/D:
 - a. mandibular tracking;
 - b. surface EMG;
 - c. sonography;
 - d. Doppler ultrasound;
 - e. needle EMG;
 - f. electroencephalogram (EEG);

- g. the program and the program;
 - h. video fluoroscopy; and
 - i. reflexology.
4. Coverage under this Part II does not apply to **bodily injury** to any **insured person** who, at the time of the accident, was the owner or registrant of an **automobile**, registered or principally garaged in New Jersey, that was being operated without personal injury protection coverage;
5. Coverage under Extended Medical Payments Coverage in this Part II does not apply to **bodily injury** to any **insured person**:
- a. who is entitled to benefits for the **bodily injury** under:
 - i. Personal Injury Protection Coverage;
 - ii. any workers' compensation law; or
 - iii. Medicare;
 - b. who would be entitled to benefits for the **bodily injury** under Personal Injury Protection Coverage, except for the application of a:
 - i. deductible;
 - ii. co-payment; or
 - iii. medical fee schedule promulgated by the New Jersey Department of Banking and Insurance;
 - c. who sustains said **bodily injury**:
 - i. while **occupying**, entering into, alighting from, getting on, getting off of, loading, unloading, or using an **automobile**; or
 - ii. while a **pedestrian** as a result of being hit by an **automobile**, or as a result of an object being propelled by or from an **automobile**; or
 - d. other than **you**, a **relative** or any resident of New Jersey, if the accident occurs outside of New Jersey.

LIMITS OF LIABILITY

Our limit of liability for benefits under Personal Injury Protection—Medical Expense Coverage shall be as follows:

1. Payment for **medical expenses** due to **bodily injury** to each named insured, and to any **insured person**, injured in any one accident shall be subject to the limit shown on the **declarations page**, and shall be reduced by the applicable deductible shown, the applicable statutory co-payment, any applicable **decision point review** co-payment, and any additional deductible or co-payment imposed due to the improper designation of a health insurer as primary to the PIP coverage herein.
2. In place of the limit shown on the **declarations page**, payment for **medical expenses** due to **bodily injury** to **insured persons** other than the named insured or **relatives** shall be limited to \$250,000 for each person injured in any one accident, and shall be subject to a \$250 per person deductible.
3. In place of the limit shown on the **declarations page**, payment for **medical expenses** due to **catastrophic injury treatment expense** for **bodily injury** to the named insured or **relatives** shall be subject to a limit of liability of \$250,000 for each person injured in any one accident, and shall be subject to the deductible shown. This limit of \$250,000 for **catastrophic injury treatment expense** includes, and

is not in addition to, the limit shown on the **declarations page** for the Medical Expense for **bodily injury** applicable to the named insured and **relatives**.

Our limits of liability for each benefit under Personal Injury Protection—Non-Medical Expense Coverage shall be as follows:

1. Payment of **income continuation** benefits arising from income loss due to **bodily injury** to each **insured person** in any one accident shall be subject to the per week limit shown on the **declarations page**, and is further limited as follows:
 - a. 100% of weekly loss of income up to \$100 for up to 52 weeks of loss of income;
 - b. 75% of weekly loss of income greater than \$100 for up to 52 weeks of loss of income; and
 - c. 75% of weekly loss of income for any loss of income incurred after 52 weeks for as long as the disability persists;up to the Limit of Liability specified on the **declarations page** for this coverage.

Income continuation benefits are payable only in reimbursement of a loss of income suffered by an **insured person** who is an **income producer**. **Income continuation** benefits are not payable for any time period after the death of the **insured person**. In no case shall **income continuation** benefits exceed the net income normally earned during the period in which the benefits are payable. **Income continuation** benefits shall be prorated for any period of **bodily injury** disability less than one week.

2. Payment for **essential services** benefits arising from loss of services due to **bodily injury** to each **insured person** in any one accident shall be made only in reimbursement of necessary and reasonable expenses incurred for such substitute **essential services** ordinarily performed by the injured **insured person** for himself, his family, and members of his family residing in the household, and shall be:
 - a. payable only during the life of the injured **insured person**; and
 - b. subject to the per week limit shown on the **declarations page**, and subject to the total coverage limit shown on the **declarations page**.
3. **Death benefits** due to the death of an **insured person** shall be payable without regard to the period of time elapsing between the date of the accident and the date of death provided death occurs within two years of the accident and results from **bodily injury**. Where the limit shown on the **declarations page** is \$10,000, payment will be in that amount combined with any benefits that would have been owed had “Base” **death benefits** been elected. Where the coverage limit shown for **death benefits** on the **declarations page** is “Base,” payment shall be limited to the sum of:
 - a. the difference between \$5,200 and all payments made for **income continuation** benefits prior to the death of the **insured person**, only when **income continuation** benefits were otherwise owed; and
 - b. the difference between \$4,380 and all payments made for **essential services** prior to the death of the **insured person**, only when the **insured person** ordinarily performed **essential services** prior to the accident, and **essential services** benefits were otherwise owed; and

4. Payment for **funeral expenses** due to the death of each **insured person** in any one accident shall not exceed the limit shown on the **declarations page**.

The limits for PIP—Non-Medical Expense Coverage benefits set forth in the immediately preceding four numbered paragraphs shall apply to **you**. They shall also apply to **relatives**, but only when indicated on the **declarations page** as being entitled to PIP—Non-Medical Expense increased limits, and provided that they are not named insureds under any other automobile insurance policies.

For **relatives** when not indicated on the **declarations page** as entitled to increased limits for PIP—Non-Medical Expense benefits, and for other persons, other than **you**, entitled to PIP—Non-Medical Expense benefits under this policy, the limits shall be as follows:

1. Payment for **income continuation** due to **bodily injury** to each **insured person** in any one accident shall be limited to \$100 per week subject to a limit of \$5,200. **Income continuation** benefits are payable only in reimbursement of a loss of income suffered by an **insured person** who is an **income producer**. However, in no case shall **income continuation** benefits exceed the net income normally earned during the period in which the benefits are payable. **Income continuation** benefits shall be prorated for any period of **bodily injury** disability less than one week;
2. Payment for **essential services** benefits arising from loss of services due to **bodily injury** to each **insured person** in any one accident shall be made only in reimbursement of necessary and reasonable expenses incurred for such substitute **essential services** ordinarily performed by the injured **relative** for himself, his family, and members of his family residing in the household, and shall be:
 - a. payable only during the life of the injured **insured person**; and
 - b. limited to \$12 per day, subject to a limit of \$4,380 due to **bodily injury** to each **insured person** in any one accident;
3. Payment for **death benefits** shall be limited to the sum of:
 - a. the difference between \$5,200 and all payments made for **income continuation** benefits prior to the death of the **insured person**; and
 - b. the difference between \$4,380 and all payments made for **essential services** prior to the death of the **insured person** if the **insured person** ordinarily performed **essential services** prior to the accident; and
4. Payment for **funeral expenses** due to the death of each **insured person** in any one accident shall not exceed \$1,000.

Our limit of liability for benefits under Extended Medical Payments Coverage shall be limited to the amount shown on the **declarations page** for **medical expenses** for each **insured person** in any one accident.

Our limit of liability for each benefit under this Part II is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;

4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

Any amounts payable under this Part II shall be reduced by all sums:

1. paid because of **bodily injury** as benefits under federal law to active and retired military personnel; and
2. paid or payable because of **bodily injury** under any of the following:
 - a. workers' compensation insurance; or
 - b. employees' temporary disability benefits statutes.

If **we** have paid **covered expenses** under this policy and the **insured person** is entitled to, but has failed to apply for, workers' compensation or employees' temporary disability benefits, **we** may apply directly to the provider of such benefits for reimbursement of payments made under this policy.

Payments for **medical expenses** under this Part II are subject to the following provisions:

1. Payment for **medical expenses** incurred because of **bodily injury to you** or a **relative** in any one accident shall be:
 - a. reduced by the applicable deductible shown on the **declarations page**; and
 - b. subject to a co-payment of 20% on the portion of **medical expenses** that falls between the amount of the deductible shown on the **declarations page** and \$5,000.
2. Payment for **medical expenses** is the fee set forth in the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance or the usual, customary and reasonable fee, whichever is less.

HEALTH INSURANCE PRIMARY

The following provisions apply to the payment of **medical expenses** when **you** have elected the "Health Insurance Primary" option and **your** election is shown on the **declarations page**:

1. Priority of Benefits
 - a. The health benefits plans under which **you** and any **relative** are insured shall provide primary coverage for **allowable expenses** incurred by **you** or any **relative** before any **medical expenses** are paid by **us**.
 - b. This Personal Injury Protection Coverage shall provide coverage for remaining **allowable expenses**, subject to the terms and conditions set forth in paragraphs "2(a)" through "2(f)" below.
 - c. The total benefits paid by the health benefits plans and this Personal Injury Protection Coverage shall not exceed the total amount of **allowable expenses**.
2. **We** will determine the amount of **medical expense** benefits payable as follows:
 - a. To calculate the amount of actual benefits to be paid by **us**, **we** will first determine the amount of **eligible expenses** which would have been paid by **us**, after application of the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance and the deductible and co-payment as

shown on the **declarations page**, if **you** did not select the "Health Insurance Primary" option.

- b. If the remaining **allowable expenses** are less than the benefits calculated in paragraph "a." above, **we** will pay actual benefits equal to the remaining **allowable expenses**, without reducing the remaining **allowable expenses** by the deductible or copayment.
 - c. If the remaining **allowable expenses** are greater than or equal to the benefits calculated in paragraph "a." above, **we** will pay actual benefits equal to the benefits calculated in paragraph "a." above, without reducing the remaining **allowable expenses** by the deductible or copayment.
 - d. **We** will not reduce **our** payment of actual benefits:
 - i. by any deductibles or copayments of the health benefits plans which have provided primary coverage for **medical expenses**; or
 - ii. for any **allowable expense** remaining uncovered which otherwise would not be an **eligible expense** under Personal Injury Protection Coverage, except as set forth in paragraph "e." below.
 - e. In determining remaining uncovered **allowable expenses**, **we** shall not consider any amount for items of expense which exceed the dollar amounts or percentages recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.
 - f. The total amount of **medical expenses** payable for **you** or any **relative** per accident shall not exceed the maximum amount payable for **medical expenses** under this policy.
3. If after **you** have selected the "Health Insurance Primary" option **we** determine that **you** or any **relative** did not have a health benefits plan in effect at the time of an accident which resulted in **bodily injury to you** or any **relative**, or **you** had health coverage in effect at the time of the accident which is such that the "Health Insurance Primary" option selection could have been invalidated by **us** but was not, **medical expense benefits** will be provided to **you** or any **relative**, subject to the following:
- a. **medical expense benefits** payable to **you** or any **relative** as a result of any one accident shall:
 - i. be reduced by the sum of \$750 and by the personal injury protection deductible shown on the **declarations page**;
 - ii. be subject to a copayment of 20% for amounts less than \$5,000 after the deductible has been satisfied;
 - iii. be determined by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance or if an item is not included on the medical fee schedules, the amount payable shall be determined by **us**, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided; and
 - iv. not exceed the maximum Limit of Liability shown on the **declarations page** for **medical expenses** under Personal Injury Protection Coverage.
 - b. All items of **medical expense** incurred by **you** or any **relative** for treatment of **bodily injury** shall be **eligible expenses** to the extent:

- i. the treatment or procedure from which the expenses arise are recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
 - ii. they are reasonable **medical expenses** in accordance with N.J.S.A. §39:6A-4, as determined by **us**.
- c. **We** shall be entitled to recover, for the contract period in which the **automobile**-related **bodily injury** occurred, the difference between the reduced premiums paid on the policy and the amount of premium which would have been due on the policy had **you** not selected the “Health Insurance Primary” option. Further, no premium reduction for the “Health Insurance Primary” option shall be provided on the policy during the remainder of the current policy contract period.

OTHER INSURANCE

Subject to the provisions of N.J.A.C. 11:3-37.12, the Personal Injury Protection insurance provided by this policy for **you**, and for any **relative** who is not a named insured under any other policy affording personal injury protection coverage, shall be primary with respect to any other applicable personal injury protection insurance. No one shall recover personal injury protection benefits under more than one policy for **bodily injury** sustained in any one accident.

No one will be entitled to duplicate payments for the same elements of loss under this or any similar insurance, including approved plans of self-insurance and any other coverage provided under this policy.

With respect to Extended Medical Payments Coverage, any insurance **we** provide under this policy shall be excess over any amounts payable or required to be provided under any other automobile no-fault law or medical payments coverage.

If **you** have elected the “Health Insurance Primary” option, coverage for **medical expenses** under this Part II shall be excess to coverage provided by all health insurance plans, not including plans covering only dental expenses or services, under which **you**, or a **relative** who is not a named insured under any other personal injury protection coverage, are eligible. The amount payable as excess coverage shall be determined in accordance with Sections N.J.A.C. 11:3-37.1 through N.J.A.C. 11:3-37.14 of the New Jersey Administrative Code.

If there is other applicable personal injury protection insurance, **we** shall be entitled to recover a proportionate share from each of the other insurers of any **covered expenses** paid under this policy.

PAYMENT OF PERSONAL INJURY PROTECTION BENEFITS

We may pay any **medical expenses** or **essential services** benefits to:

1. the **insured person**; or

any person or organization providing products or services qualifying for such benefits.

Payment of benefits directly to a **health care provider** does not constitute our acceptance of an assignment of benefits to that **health care provider**.

Insured persons may assign **medical expenses** benefits to **health care providers**. However, all such assignments are subject to the Assignment of Benefits section in this Part II.

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

1. any **medical expenses** payable, but not paid, prior to the **insured person's** death;
2. **death benefits** for a deceased **insured person** who, at the time of the accident, was in an occupational status resulting in the earning or producing of income; and
3. **funeral expense** benefits.

In the event of the death of an **insured person**, benefits will be paid as follows:

1. Any **medical expenses** will be paid to the **insured person's** estate.
2. Any **death benefits** will be paid to:
 - a. the surviving spouse or the surviving partner in a civil union recognized under New Jersey law;
 - b. the surviving children if there is no surviving spouse or surviving partner; or
 - c. the **insured person's** estate if there is no surviving spouse, surviving partner, or surviving children.
3. Any **essential services** benefits will be paid to the person who incurred the expense of providing the **essential services**.
4. Any **funeral expenses** will be paid to the **insured person's** estate.

IMPORTANT NOTICE—MEDICAL PROTOCOLS—PROGRESSIVE DECISION POINT REVIEW PLAN

Please read this information carefully and share with **your health care providers**.

The Automobile Insurance Cost Reduction Act became law in May 1998 and established certain obligations that must be satisfied so that coverage for medically necessary treatment, diagnostic testing, and durable medical equipment arising from injuries sustained in an automobile accident may be provided. Failure to abide by the following obligations may affect the authorization of medical treatment, diagnostic testing, and durable medical equipment.

1. Pursuant to N.J.A.C. 11:3-4, the New Jersey Department of Banking and Insurance has published standard courses of treatment, identified as "Care Paths," for injuries of the neck or back, collectively referred to as the **identified injuries**. The Care Paths provide that treatment be evaluated at certain intervals called **decision points**. At **decision points**, **insured persons** or their **health care providers** must provide **us** with information about further treatment the provider intends to pursue. This is called **decision point review**. To view online, **our** Decision Point Review Plan is available at www.progressive.com/suppliers under Auto Claims. The

Case Files and accompanying documents are available on the New Jersey Department of Banking and Insurance website at www.state.nj.us/dobi/pipinfo/aicrapg.htm or from the claims representative. If an **insured person** or their attending **health care provider** fails to submit requests for **decision point review** or fails to submit legible clinically supported findings that establish the need for treatment, diagnostic testing, or durable medical equipment requested, payment of medical bills may be subject to a penalty co-payment of up to 50% even if the services are later determined to be medically necessary.

2. Certain diagnostic testing that is considered to be medically necessary also requires **decision point review** pursuant to N.J.A.C. 11:3-4, regardless of diagnosis, and **we** must be provided with written support establishing the need for the test before **we** can consider authorizing it. The list of diagnostic tests requiring **our** prior authorization and a list of diagnostic tests that the law prohibits **us** from authorizing under any circumstances are also included in this information packet. If diagnostic testing requests are not submitted for **decision point review** or if **we** are not provided with legible clinically supported findings that support the treatment, diagnostic testing, or durable medical equipment requested, payment may be subjected to a penalty co-payment of up to 50% even if the services are later determined to be medically necessary.
3. **WRITTEN SUPPORT REQUIRED BEFORE TREATMENT, TESTING, OR DURABLE MEDICAL EQUIPMENT CAN BE CONSIDERED FOR COVERAGE**

Pursuant to N.J.A.C. 11:3-4.7(d), all attending **health care providers** must use the Attending Provider Treatment Plan (APTP) form to submit **decision point review** and **precertification** requests. No other form will be accepted. A copy of the APTP form is available at www.state.nj.us/dobi/pipinfo/aicrapg.htm or by contacting the assigned PIP claims representative.

A properly submitted APTP form must be completed in its entirety and must include the injured party's full name, date of birth, the claim number, the date of accident, diagnoses/ICD code(s), each CPT code requested, including frequency, duration/treatment period, and the signature of the requesting physician. Requests that are not submitted on this form will be denied for insufficient information and a completed form will be requested and required.

In addition, **we** require supplemental information for all requests for surgical procedures (CPTs 10000-69999), including the name of the facility where services will be performed, the proposed surgery date, the need for and names of co-surgeons, assistant surgeons, physician assistants and/or RNFA's as supported by CMS guidelines, anticipated post-operative services and care not included in the global fee, such as therapy, diagnostic testing, and/or durable medical equipment. This information must be submitted on the Surgery Precertification Request NJ No-Fault Claims form, which is available at www.progressive.com/suppliers under Auto Claims or by contacting the assigned PIP claims represen-

Requests for services that do not include the necessary information will be denied as deficient until the additional information required is supplied.

Written documentation to be supplied to **us** must be legible and clinically supported and establish that an attending **health care provider**, prior to selecting, performing, or ordering the administration of a treatment, diagnostic testing, or durable medical equipment has:

- a) Personally examined the patient to ensure that the proper medical indications exist to justify ordering the treatment, diagnostic testing, or durable medical equipment;
- b) Physically examined the patient, including making an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
- c) Considered the results of any and all previously performed tests that relate to the injury and which are relevant to the proposed treatment, diagnostic testing, or durable medical equipment; and
- d) Recorded and documented these observations, positive and negative findings, and conclusions on the patient's medical records.

Please note: An APTP form may not be submitted by and will not be accepted from a provider of service benefits who did not personally physically examine the patient. This includes, but is not limited to, DME suppliers, imaging facilities, Ambulatory Surgery Centers, and pharmacies. An APTP form must be submitted by the attending **health care provider** ordering the requested treatment, diagnostic testing, or durable medical equipment.

4. **We** require **precertification** for the following services and/or conditions for treatment, diagnostic testing, or durable medical equipment not included in the Care Paths or subject to **decision point review** pursuant to N.J.A.C. 11:3-4:
 - a) Non-emergency inpatient or outpatient hospital care (including the appropriateness and duration of the hospital stay);
 - b) Non-emergency surgery (performed in a hospital, freestanding surgical center, office, etc.), including implants and post-operative care/supplies not included in the global fee period. Pursuant to N.J.A.C. 11:3-29.4 et seq., global fee periods and the necessity for co-surgeons and assistant surgeons will be determined based upon the Centers for Medicare & Medicaid Services (CMS) Physician Fee Schedule and Medicare Claims Manual, which can be found at <http://www.cms.gov>;
 - c) Non-medical products, devices, services, and activities, and associated supplies, not exclusively used for medical purposes or as durable medical goods, with an aggregate cost, or monthly rental cost, in excess of \$100, or used for a rental period in excess of 30 calendar days, including but not limited to:
 - 1) Vehicles;
 - 2) Modifications to vehicles;

- 3) Durable goods;
 - 4) Furnishings;
 - 5) Improvements, modifications, or alterations to real or personal property;
 - 6) Fixtures;
 - 7) Spa/gym memberships;
 - 8) Recreational activities and trips;
 - 9) Leisure activities and trips;
- d) Durable medical equipment (including orthotics and prosthetics) costing greater than \$50, or rental longer than thirty (30) days;
 - e) Extended care and rehabilitation;
 - f) Home health care;
 - g) Infusion therapy;
 - h) Outpatient psychological/psychiatric testing and/or services, including bio-feedback;
 - i) All physical, occupational, speech, cognitive or other restorative therapy, or body part manipulation;
 - j) All pain management services;
 - k) Non-emergency dental restoration;
 - l) Temporomandibular disorders or any oral facial syndrome;
 - m) Outpatient care for soft tissue/disc injuries of the insured's neck, back, or related structures not included within the diagnoses covered by the Care Paths;
 - n) Computerized muscle testing;
 - o) Current perceptual testing;
 - p) Temperature gradient studies;
 - q) Work hardening;
 - r) Carpal Tunnel Syndrome;
 - s) Vax D and DRX;
 - t) Podiatry;
 - u) Audiology;
 - v) Bone Scans;
 - w) Non-emergency transportation services;
 - x) Schedule II, III and IV Controlled Substances, as defined by the Drug Enforcement Administration (DEA), when prescribed for more than three months;
 - y) Prescriptions, including but not limited to Schedule II, III and IV Controlled Substances, where charged amount or billed amount is more than \$50 for a single fill and/or a 30-day supply;
 - z) Compound drugs and compounded prescriptions;
 - aa) Any and all procedures that use an unspecified CPT, CDT, DSM IV and/or HCPC code; and
 - bb) Laboratory or pathology testing.

The failure to seek **precertification** for such services or the failure to submit legible clinically supported findings that establish the need for the treatment, diagnostic testing, or durable medical equipment requested will result in the imposition of a 50% co-payment penalty, even if the services are later determined to be medically necessary.

- a) Needle EMG;
- b) Somatosensory evoked potential (SSEP), visual evoked potential (VEP), brain audio evoked potential (BAEP) or brain evoked potential (BEP), nerve conduction velocity (NCV) and H-reflex Study;
- c) Electroencephalogram (EEG);
- d) Videofluoroscopy;
- e) Magnetic resonance imaging (MRI);
- f) Computer assisted tomographic studies (CT, CAT Scan)
- g) Dynatron/cyber station/cybex;
- h) Sonograms/ultrasound;
- i) Thermography/thermograms;
- j) Brain mapping; and
- k) Any other diagnostic test that is subject to the requirements of a **decision point review** plan by New Jersey law or regulation.

6. **HOW TO SUBMIT DECISION POINT/PRE-CERTIFICATION REQUESTS:**

Decision point review/precertification requests must be faxed to **us** at:

1-866-841-8312

7. **We** encourage **you** to submit comprehensive treatment plans to avoid periodic reviews when continued treatment is considered medically necessary for an extended period of time. As long as treatment is consistent with the approved plan, additional notification at **decision points** and for treatment, testing, or durable medical equipment requiring **precertification** is not required, except as designated in the approval letter. The **insured person** or the **health care provider** must submit a request for **decision point review** or **precertification** for any treatment or testing that varies from the approved treatment plan.
8. Upon receipt of proper written documentation in accordance with **decision point review** and **precertification** requirements, **we** will either:
 - a) Authorize the treatment, diagnostic testing, or durable medical equipment;
 - b) Deny and/or modify the treatment, diagnostic testing, or durable medical equipment;
 - c) Request additional medical documentation; or
 - d) Advise that an Independent Medical Examination will be scheduled.

If **we** fail to do at least one of these four things within three (3) business days after receipt of a request submitted on the appropriate form(s), the proposed treatment, diagnostic testing, and/or durable medical equipment is deemed to be authorized until a final determination is communicated to **you**. Telephonic responses will be followed up with a written authorization, denial, or request for more information within three (3) business days. The decision to deny a request based on medical necessity will be made by a physician or a dentist.

If an Independent Medical Examination is requested, the scheduling of the appointment date for the physical examination will be completed within seven (7) calendar days from the date that **we** notified the requesting party that an Independent Medical Examination will be scheduled unless the injured person agrees with **us** to extend the time period. The physical examination itself will be scheduled to occur within thirty-five (35) calendar days from receipt of the notice.

The Independent Medical Examination will be conducted by a **health care provider** within the same specialty as the **insured person's** treating **health care provider** and will be conducted in a location reasonably convenient to the **insured person**. Results of the Independent Medical Examination and the determination regarding the **precertification** request will be submitted to the **insured person** in writing and to the **health care provider** in writing within three (3) business days after the examination. Please note that medically necessary treatment may proceed while the Independent Medical Examination is being scheduled and until the results are available. If the examining provider prepares a written report concerning the examination, the injured person, or his or her designee, shall be entitled to a copy of the report upon request.

At **our** request, the **insured person** must provide all medical records and diagnostic studies/tests available before or at the time of the scheduled examination. Failure to provide the required medical records and/or diagnostic studies/tests will be considered an unexcused failure to attend the Independent Medical Examination. Failure to attend a scheduled examination without first furnishing notice at least three (3) business days prior to the examination date of the need to cancel and reschedule will be considered an unexcused failure to attend. Rescheduled exams will be scheduled to occur within thirty (30) calendar days of the originally scheduled examination date. Failure to attend, with or without prior notice, any rescheduled examination will be considered an unexcused failure to attend. If the injured person has two (2) or more unexcused failures to attend a scheduled exam, or three (3) failures in total to attend a scheduled exam, notification will be immediately sent to the injured person or to his or her designee, and all providers treating the injured person for the diagnosis (and related diagnosis) contained in the Attending Provider Treatment Plan form. The notification will place the injured person on notice that all future treatment, diagnostic testing, or durable medical equipment required for the diagnosis (and related diagnosis) contained in the Attending Provider Treatment Plan form will not be reimbursable as a consequence for failure to comply with the plan.

9. **Emergency care** treatment or testing does not require **our** prior authorization. **Decision point review** and **precertification** requirements do not apply within ten (10) days of the insured event.
10. Reimbursement for medically necessary expenses is subject to the policy deductible, co-payment(s), policy limits, the New Jersey PIP Fee Schedule, and the billing and coding guidelines established by the American Medical Association, outlined

11. **Please note:** Authorized testing, treatment, and/or durable medical equipment is approved only for the range of dates noted in determination letter(s).
12. **Expired Authorizations:** Any approved treatment, testing, and/or durable medical equipment performed/supplied after the authorization period expires (last date in the range of dates indicated in the determination letter) will be considered unauthorized and subject to a penalty co-payment of 50%, even if the services are determined to be medically necessary.
13. **Hours of Operation:** Regular business hours are Monday through Friday 8:00 a.m. - 5:00 p.m. All requests for pre-authorization on weekends and holidays will be handled on the next business day. Submitting requests for pre-authorization before or after regular business hours and/or failure to submit the required documentation could result in a delay in receiving a final determination of **your** request.
14. **REQUIREMENTS FOR OTHER INJURIES**
 - a) For injuries *other than* the **identified injuries** outlined in paragraph one or the services and/or conditions for treatment, diagnostic testing, or durable medical equipment set forth in paragraph four above, **we** must be provided with written support establishing the need for further treatment before reimbursement may be considered. This documentation is required if medical treatment is necessary beyond the first twenty-eight (28) days following the accident. **We** encourage the submission of comprehensive treatment plans for all injuries to avoid periodic reviews when continued treatment is considered medically necessary for an extended period of time. If a comprehensive treatment plan has not been submitted and approved, notification is required every twenty-eight (28) days following the date of the accident for as long as continued treatment is necessary if coverage is sought. As long as the treatment, diagnostic testing, and/or durable medical equipment rendered/supplied is consistent with the approved treatment plan, additional notification every twenty-eight (28) days following the accident is not required. Once a treatment plan has been approved, the **insured person** must notify **us** in writing of the medical necessity of any treatment, diagnostic testing, or durable medical equipment that varies from the approved treatment plan before reimbursement will be considered.
 - b) Failure to provide the notification required in this section may result in a co-payment penalty on eligible medical charges of twenty-five percent (25%) if notice is received thirty (30) or more days after the accident or fifty percent (50%) when received sixty (60) or more days after the accident even if services are determined to be medically necessary. Penalties will cease to apply once notification as outlined in this section is received.

plan includes a voluntary network for:

- a) Magnetic Resonance Imagery;
- b) Computer Assisted Tomography;
- c) Electrodiagnostic testing listed in N.J.A.C. 11:3-4.5(b)1-3 (except for needle EMGs, H-reflex and nerve conduction velocity (NCV) when performed together by the treating physician);
- d) prescription drugs;
- e) services, equipment or accommodations provided by an ambulatory surgery facility; and
- f) durable medical goods greater than \$50.00 charged or billed amount or rental over thirty (30) calendar days.

Please visit **our** website at www.progressive.com/claims/providernetworks/ for the most up-to-date information on available networks, or contact **your** PIP claims representative. Those individuals who choose not to utilize these networks will be assessed an additional co-payment of thirty percent (30%) of the eligible charge. That co-payment will be the responsibility of the **insured person**.

In addition, for testing, services, and supplies not identified above, **we** make available preferred provider organizations (PPO) that include hospitals, outpatient and urgent care facilities, and all other specialties. The use of a provider for these services is strictly voluntary and is provided as a service to **insured persons**. A co-payment penalty will not be applied if **you** choose to select a provider outside this preferred provider network for these services. Please visit **our** website at www.progressive.com/claims/providernetworks/ for the most up-to-date information on available networks, or contact **your** PIP claims representative.

16. **Application of co-payments and deductibles**—In accordance with N.J.A.C. 11:3-4.4(h), co-payments and deductibles will be applied in the following order:
- a) If applicable, co-payment penalty described in N.J.A.C. 11:3-4.4 (e) and (g);
 - b) Insured deductible as described in N.J.A.C. 11:3-4.4 (a) and (b);
 - c) Insured co-payment as described in N.J.A.C. 11:3-4.4 (a).

17. **APPEALS PROCESS**

Pre-Service Appeals

If **you** or an **insured person** disagree with **our** determination with respect to a **decision point review** and/or precertification denials or modifications prior to the performance or issuance of the requested medical procedure, treatment, diagnostic test, other service, and/or durable medical equipment, a written request for appeal must be submitted on the PIP Pre-Service Appeal form by the physician making the initial determination or in his/her absence, another designated physician, through **our** internal Appeals Process within thirty (30) days of receipt of a written

Based on modification or submission based on additional medical information that is supplied more than thirty (30) days after the initial request will be considered a new request for **decision point review** or **precertification** and not an appeal. Submission of information identical to the initial material submitted in support of the request shall not be accepted as a request for appeal. Provided that additional necessary medical information has been submitted, a response to the appeal request shall be made within fourteen (14) days. If it is determined that peer review or an Independent Medical Examination is appropriate, this information will be communicated within ten (10) business days. All requests for pre-service appeals must include, as the cover page, a fully completed PIP Pre-Service Appeal form, which is available at <http://www.state.nj.us/dobi/pipinfo/aicrapg.htm#protocol>. Request for pre-service appeals under this paragraph must be submitted to **us** on a completed Pre-Service Appeal form by fax at **877-213-7258**. **We** will neither accept nor respond to pre-service appeals that are sent to any other physical address, fax number, or email address. Only requests for pre-service appeals under this paragraph will be accepted at this fax number. Do not submit any other type of correspondence or request to this fax number.

Post-Service Appeals

As a condition precedent to filing arbitration or litigation, a provider who has accepted an assignment, or any **insured person**, must submit a PIP Post-Service Appeal form to appeal any and all disputes subsequent to the performance or issuance of services, including, but not limited to, any claims for unpaid medical bills for medical expenses and for unpaid services not authorized and/or denied in the **decision point review** and **precertification** process. The request must specify the issue(s) contested and provide supporting documentation. In order to be considered valid, a post-service appeal under this section must be submitted within 90 (ninety) days of service of the adverse decision and at least forty-five (45) days prior to initiating arbitration or litigation. A response to the post-service appeal request shall be made not later than thirty (30) days after receipt of the appeal and all supporting documentation. In addition, all requests for post-service appeal must include, as the cover page, a fully completed PIP Post-Service Appeal form, which is available at <http://www.state.nj.us/dobi/pipinfo/aicrapg.htm#protocol>. The PIP Post-Service Appeal form must be faxed to **us** at **877-213-7258**. **We** will neither accept nor respond to post-service appeals that are sent to any other physical address, fax number, or email address. Only requests for post-service appeals under this paragraph will be accepted at this fax number. Do not submit any other type of correspondence or request to this fax number.

In accordance with and subject to the requirements of N.J.A.C. 11:3-4.7(B)(b), **we** will require only one appeal for each issue appealed.

If the **insured person** or a **health care provider** retains counsel to represent them during the Appeals Process, they do so strictly at their own expense. **We** will not reimburse for counsel fees or any other costs, regardless of the outcome of the appeal.

Any disputes not resolved in the Appeals Process must be submitted through the Personal Injury Protection Dispute Resolution process governed by regulations promulgated by the New Jersey Department of Banking and Insurance (N.J.A.C. 11:3-5). **We** retain the right to file a motion to remove any Superior Court action to the Personal Injury Protection Dispute Resolution Process pursuant to N.J.S.A. 39:6A-5.1. Unless emergent relief is sought, failure to utilize the Appeals Process and submit a valid appeal at least forty-five (45) days prior to filing arbitration or litigation will invalidate an assignment of benefits.

19. ASSIGNMENT OF BENEFITS

Benefits under this policy part are not assignable except to a **health care provider** for medical expenses representing covered services and/or supplies furnished by the **health care provider** to an **insured person**.

In order for any assignment of benefits to be valid, the **health care provider** must agree, in writing as part of the assignment, to comply fully with **our** Decision Point Review Plan, all **precertification** requirements, and all the terms and conditions of the policy. An assignment that does not explicitly contain such an agreement is invalid.

The **health care provider** must also agree, in writing as part of the assignment, to hold harmless the **insured person** and **us** for any reduction in benefits caused by the **health care provider's** failure to fully comply with the terms of **our** Decision Point Review Plan, all **precertification** requirements, or the terms and conditions of the policy.

Any and all assignments of benefits by an **insured person** to a **health care provider** shall become void and unenforceable under the following conditions:

- a) coverage is not afforded under the policy;
- b) a **health care provider** does not comply with all the requirements, duties, and conditions of the policy, including but not limited to all duties of cooperation listed in Part VI of the policy—Duties In Case of an Accident or Loss;
- c) a **health care provider** of services and/or supplies does not submit to an Examination Under Oath when **we** request same; which **we** may conduct outside of the presence of the **insured person(s)** or any other person(s) seeking coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
- d) a **health care provider** of services and/or supplies does not comply with all requests for medical records or test results; or
- e) a **health care provider** does not comply with the "Dispute Resolution" provisions in **our** policy and in **our** approved Decision Point Review Plan, including utilization of the Appeals Process.

CUMSTANCES—In accordance with N.J.A.C. 11:3-4.5(a), **we** will not provide reimbursement for the following diagnostic tests, which have been determined to yield no data of any significant value in the development, evaluation, and implementation of an appropriate plan of treatment for injuries sustained in motor vehicle accidents:

- a) Spinal diagnostic ultrasound;
- b) Iridology;
- c) Reflexology;
- d) Surrogate arm mentoring;
- e) Surface electromyography (surface EMG);
- f) Mandibular tracking and stimulation; and
- g) Any other diagnostic test that is determined by New Jersey law or regulation to be ineligible for Personal Injury Protection coverage.

21. **OTHER NON-REIMBURSABLE TESTS**—In accordance with N.J.A.C. 11:3-4.5(f) and 13:30-8:22 (c), **we** will not provide reimbursement for the following diagnostic tests, which have been identified by the New Jersey State Board of Dentistry as failing to yield data of sufficient volume to alter or influence the diagnosis or treatment plan employed to treat Temporomandibular Joint Disorder (TMJ/D):

- a) Mandibular tracking;
- b) Surface EMG;
- c) Sonography;
- d) Doppler ultrasound;
- e) Needle EMG;
- f) Electroencephalogram;
- g) Thermograms/thermographs;
- h) Videofluoroscopy; and
- i) Reflexology

PART III—UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, use, loading, or unloading of an **uninsured motor vehicle** or an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Recovery of damages by an insured person under this Underinsured Motorist Bodily Injury Coverage is subject to the limitation on lawsuit tort election under N.J.S.A. §39:6A-8.

INSURING AGREEMENT—UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** because of **property damage**:

1. caused by an accident; and
2. arising out of the ownership, maintenance, use, loading, or unloading of an **uninsured motor vehicle** or an **underinsured motor vehicle**.

NOTICE AND CONSENT PROVISIONS

An **insured person** must notify **us** in writing at least 30 days before entering into any settlement with the owner or operator of an **underinsured motor vehicle**, or that person's liability insurer. In order to preserve **our** right of subrogation, **we** may elect to pay any sum offered in settlement by, or on behalf of, the owner or operator of an **underinsured motor vehicle**. If **we** do this, the **insured person** agrees to assign to **us** all rights that the **insured person** has against the owner or operator of the **underinsured motor vehicle**, to the extent of **our** payment.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part III:

1. "**Insured person**" means:
 - a. **you**, a **relative**, or a **rated resident**;
 - b. any person while operating a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person **occupying**, but not operating, a **covered auto**; and
 - d. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a., b. or c. above.
2. "**Property damage**" means:
 - a. physical damage to, or destruction or loss of use of, a **covered auto** for which coverage has been purchased under this Part III; and
 - b. physical damage to, or destruction of, property owned by an **insured person** and contained in the **covered auto** at the time of the accident.
3. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy, or a Basic Automobile Insurance Policy issued pursuant to New Jersey law, applies at the time of the accident, but:
 - a. with respect to **property damage**, the sum of all applicable limits of liability for

Property Damage Loss than the coverage limit for Uninsured/Underinsured Motorist Property Damage Coverage shown on the **declarations page**; or
b. with respect to **bodily injury**, the sum of all applicable limits of liability for **bodily injury** is less than the coverage limit for Uninsured/Underinsured Motorist Bodily Injury Coverage shown on the **declarations page**.

An **“uninsured motor vehicle”** does not include any vehicle or equipment:

- a. owned by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
 - b. owned by any governmental unit or agency;
 - c. operated on rails or crawler treads;
 - d. designed mainly for use off public roads, while not on public roads;
 - e. while located for use as a residence or stationary structure;
 - f. that is a **covered auto**; or
 - g. that is an **uninsured motor vehicle**.
4. **“Uninsured motor vehicle”** means a land motor vehicle or trailer of any type:
- a. to which no bodily injury liability bond or policy applies at the time of the accident;
 - b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage;
 - (ii) is or becomes insolvent; or
 - (iii) is under the control of the Commissioner of Banking and Insurance for the purpose of liquidation;
 - c. to which only a special automobile insurance policy issued pursuant to section 45 of P.L.2003, c.89 (N.J.S.A. §39:6A-3.3) applies; or
 - d. that, only with respect to Uninsured/Underinsured Motorist Bodily Injury Coverage, is a hit-and-run vehicle whose owner or operator cannot be identified and that causes an accident resulting in **bodily injury to you**, or a **relative**, or a **rated resident**, provided that the person claiming coverage, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident.

An **“uninsured motor vehicle”** does not include any vehicle or equipment:

- a. owned by **you**, a **relative**, or a **rated resident** or furnished or available for the regular use of **you**, a **relative**, or a **rated resident**;
- b. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- c. owned by any governmental unit or agency;
- d. operated on rails or crawler treads;
- e. designed mainly for use off public roads, while not on public roads;
- f. while located for use as a residence or stationary structure;
- g. that, only with respect to Uninsured/Underinsured Motorist Property Damage Coverage, is a hit-and-run vehicle that causes an accident and whose owner or operator cannot be identified;
- h. that is a **covered auto**; or
- i. that is an **underinsured motor vehicle**.

EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III will not apply:

1. to **bodily injury** sustained by any person while using or **occupying a covered auto** being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. to **bodily injury** sustained by **you**, a **relative**, or a **rated resident** while using any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
3. directly or indirectly to benefit any insurer or self-insurer under disability benefits law or similar law;
4. to non-economic damages resulting from **bodily injury** caused by an accident involving an **uninsured motor vehicle** or an **underinsured motor vehicle** unless the injured **insured person** has a legal right to recover non-economic damages under the New Jersey Automobile Reparation Reform Act. The injured **insured person's** legal right to recover non-economic damages under the New Jersey Automobile Reparation Reform Act will be determined by the limitation on lawsuit tort election, if any, applicable to that injured **insured person**;
5. to **bodily injury** sustained by **you** while **occupying** any motor vehicle owned by **you**, or available for **your** regular and frequent use, and:
 - a. insured under a Basic Automobile Insurance Policy issued in accordance with New Jersey law or regulation; or
 - b. required to be insured in accordance with New Jersey law or regulation, but that is not insured for this coverage or any similar coverage;
6. to **bodily injury** sustained by any **relative** or **rated resident** while **occupying** any motor vehicle owned by, or available for the regular and frequent use of, **you** or that **relative** or that **rated resident**, and:
 - a. insured under a Basic Automobile Insurance Policy issued in accordance with New Jersey law or regulation; or
 - b. required to be insured in accordance with New Jersey law or regulation, but that is not insured for this coverage or any similar coverage;
7. to any punitive or exemplary damages;
8. to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent; or
9. to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**.

Coverage under this Part III will not apply to **property damage**:

1. that occurs while a **covered auto** is being used:
 - a. to carry persons or property for compensation or a fee;

for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or

c. for **ride-sharing activity**.

This exclusion does not apply to shared-expense car pools;

2. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or race-course;
3. if the **covered auto**:
 - a. is afforded coverage under a nuclear energy liability insurance contract; or
 - b. would be afforded coverage under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
4. unless there is actual physical contact between the **uninsured motor vehicle** and the **covered auto**; or
5. arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by you, a **relative**, or a **rated resident**.

Coverage under this Part III will not apply to damage to a trailer.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured/Underinsured Motorist Coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered autos**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for “each accident” on the **declarations page** is the most **we** will pay for the aggregate of all **property damage** caused by any one accident.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "Combined Single Limit" or "CGL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The limits of liability for **bodily injury** under this Part III will be reduced by all sums paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible.

Any damages payable for **bodily injury** under this Part III will be reduced by all sums paid or payable under any disability benefits or similar law.

We will not pay under this Part III any expenses paid or payable under Part II—Personal Injury Protection (PIP) Coverage.

If an **insured person** is:

1. not insured as a named insured or spouse under this policy or any other motor vehicle liability policy;
2. not insured as a **relative** under this policy or any other motor vehicle liability policy; and
3. not insured under any other motor vehicle policy;

then any recovery for damages for **bodily injury** for that **insured person** may equal but not exceed the mandatory minimum financial responsibility limits specified by the laws of New Jersey.

The limit of liability for **property damage** to a **covered auto** is the lowest of:

1. the actual cash value of the **covered auto** at the time of the accident;
2. the amount necessary to replace the **covered auto**;
3. the amount necessary to repair the **covered auto** to its pre-loss condition; or
4. the limit of liability shown on the **declarations page** for Uninsured/Underinsured Motorist Property Damage Coverage.

The limit of liability for **property damage** under this Part III will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations that may be legally responsible.

We shall not pay for **property damage** under this Part III to the extent that such damages are paid or payable under any other property damage or physical damage insurance, including all sums paid or payable under Part IV—Damage To A Vehicle.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the deductible shown on the **declarations page**; and
2. no more than one deductible under this Part III shall be applied to any one accident.

No one will be entitled to duplicate payments for the same elements of damages.

If multiple such policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE

If there is other applicable insurance available to an **insured person** under one or more policies or provisions of coverage that is the same or similar to insurance provided under this Part III:

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

However, if an **insured person** is:

- a. a named insured under one or more policies providing similar coverage; and
- b. not **occupying** a vehicle owned by that named insured;

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

If an **insured person** is:

- a. not a named insured under this policy or any other policy; and
- b. insured as a spouse or relative under one or more policies providing similar coverage;

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

2. Any insurance **we** provide with respect to a vehicle not owned by **you** shall be excess over any other collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. If there is any applicable out-of-state uninsured motorist or underinsured motorist coverage, any insurance **we** provide will be excess over any such collectible insurance.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or an **underinsured motor vehicle**; or

2. The amount of the damages recoverable by the **insured person**, this will be determined by arbitration if **we** and the **insured person** mutually agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the accident occurred.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will be binding with respect to a determination of:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or an **underinsured motor vehicle**; and
2. the amount of the damages recoverable by the **insured person**.

The arbitrators will have no authority to award an amount in excess of the limit of liability. The decision of the arbitrators is binding only if the amount of the award does not exceed the minimum limit of liability specified by the financial responsibility laws of the state listed on **your** application as **your** residence. If the award of the arbitrators exceeds this minimum limit, either party may demand the right to a trial on all issues. This demand must be made in writing within 30 days of the arbitrators' decision. If the demand is not made within 30 days, the amount of damages agreed to by the arbitrators will be binding.

If either party demands a trial within 30 days of the issuance of the arbitration decision, the arbitration decision shall be vacated as to both liability and damages and both the issue of liability and the amount of damages will be decided at trial.

We and an **insured person** may mutually agree to an alternate form of arbitration.

PART IV—DAMAGE TO A VEHICLE

INSURING AGREEMENT—COLLISION COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
2. **non-owned auto**;
and its **custom parts or equipment**, resulting from **collision**.

In addition, **we** will pay the reasonable cost to replace any child safety seat damaged in an accident to which this coverage applies.

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
2. **non-owned auto**;
and its **custom parts or equipment**, that is not caused by **collision**.

A loss not caused by **collision** includes:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water or flood; or
9. breakage of glass not caused by **collision**.

In addition, **we** will pay for:

1. reasonable transportation expenses incurred by **you** if a **covered auto** is stolen; and
2. loss of use damages that **you** are legally liable to pay if a **non-owned auto** is stolen.

A combined maximum of \$900, not exceeding \$30 per day, will apply to these additional benefits. The additional benefit for transportation expenses will not apply if **you** purchased Rental Reimbursement Coverage for the stolen **covered auto**.

Coverage for transportation expenses and loss of use damages begins 48 hours after **you** report the theft to **us** and ends the earliest of:

1. when the **auto** has been recovered and returned to **you** or its owner;
2. when the **auto** has been recovered and repaired;
3. when the **auto** has been replaced; or
4. 72 hours after **we** make an offer to settle the loss if the **auto** is deemed by **us** to be a total loss.

We must receive written proof of transportation expenses and loss of use damages.

INSURING AGREEMENT—ADDITIONAL CUSTOM PARTS OR EQUIPMENT COVERAGE

We will pay for sudden, direct and accidental loss to **custom parts or equipment** on a **covered auto** for which this coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages. This coverage applies in addition to any coverage automatically provided for **custom parts or equipment** under Comprehensive Coverage or Collision Coverage.

If **your declarations page** shows that this coverage applies to **your** policy, **we** will pay under Comprehensive Coverage for loss, not caused by **collision**, to glass or plastic used in the windshield, backglass, windows, moonroof, or sunroof of a **covered auto**.

This coverage is subject to the deductible shown on **your declarations page**.

INSURING AGREEMENT—RENTAL REIMBURSEMENT COVERAGE

We will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or auto repair shop due to a loss to a **covered auto** for which Rental Reimbursement Coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

We will pay up to the each day limit shown on the **declarations page** for a maximum of 30 days.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply.

Rental charges will be reimbursed beginning:

1. when the **covered auto** cannot be driven due to a loss; or
2. if the **covered auto** can be driven, when **you** deliver the **covered auto** to an auto repair shop or one of **our** Service Centers for repairs due to the loss;

and ending the earliest of:

1. when the **covered auto** has been returned to **you**;
2. when the **covered auto** has been repaired;
3. when the **covered auto** has been replaced;
4. 72 hours after **we** make an offer to settle the loss if the **covered auto** is deemed by **us** to be a total loss; or
5. when **you** incur 30 days worth of rental charges.

You must provide **us** written proof of **your** rental charges to be reimbursed.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and the **covered auto** for which this coverage was purchased is deemed by **us** to be a total loss, **we** will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:

1. the actual cash value of the **covered auto** at the time of the total loss; and

any greater amount than the amount of the **covered auto**. **We** are legally obligated to pay under a written loan or lease agreement to which the **covered auto** is subject at the time of the total loss, reduced by:

- a. unpaid finance charges or refunds due to the owner for such charges;
- b. excess mileage charges or charges for wear and tear;
- c. charges for extended warranties or refunds due to the owner for extended warranties;
- d. charges for credit insurance or refunds due to the owner for credit insurance;
- e. past due payments and charges for past due payments; and
- f. collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page**. The limit of liability is a percentage of the actual cash value of the **covered auto** at the time of the loss.

This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for that **covered auto** and the loss is covered under one of those coverages.

INSURING AGREEMENT—PET INJURY COVERAGE

If **you** have purchased Collision coverage for at least one **covered auto** under **your** policy, and if **your pet** sustains injury or death while inside a **covered auto** or **non-owned auto** at the time of a loss covered under Collision or Comprehensive coverage, **we** will provide:

1. up to \$1,000 for reasonable and customary veterinary fees incurred by **you**, a **relative**, or a **rated resident** if **your pet** is injured in, or as a direct result of, the covered loss; or
2. a \$1,000 death benefit if **your pet** dies in, or as a direct result of, the covered loss, less any payment **we** made toward veterinary expenses for **your pet**.

In the event of a covered loss due to the theft of a **covered auto** or **non-owned auto**, **we** will provide the death benefit provided **your pet** is inside that auto at the time of the theft and **your pet** is not recovered.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. **“Collision”** means the upset of a vehicle or its impact with another vehicle or object.
2. **“Custom parts or equipment”** means equipment, devices, accessories, enhancements and changes, other than those that are offered by the manufacturer specifically for that **auto** model, or that are installed by the auto dealership as part of the original sale of a new **auto**, that:
 - a. are permanently installed or attached; and
 - b. alter the appearance or performance of the **auto**.
3. **“Mechanical parts”** means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as

a vehicle. Mechanical parts do not include external chassis parts, wheels, part, or windshields and other glass.

4. **"Non-owned auto"** means an **auto** that is not owned by or furnished or available for the regular use of **you**, a **relative**, or a **rated resident** while in the custody of or being operated by **you**, a **relative**, or a **rated resident** with the permission of the owner of the **auto** or the person in lawful possession of the **auto**.
5. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property.
6. **"Your pet"** means any dog or cat owned by **you**, a **relative**, or a **rated resident**.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any vehicle while being used:
 - a. to carry persons or property for compensation or a fee;
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
 - c. for **ride-sharing activity**.This exclusion does not apply to shared-expense car pools;
2. to a **non-owned auto** while being maintained or used by a person while employed or engaged in any **auto business**;
3. to any vehicle resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
 - b. any driving activity conducted on a permanent or temporary racetrack or race-course;
4. to any vehicle for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
5. to any vehicle caused by an intentional act committed by or at the direction of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**, even if the actual damage is different than that which was intended or expected;
6. to a **covered auto** while it is leased or rented to others or relinquished in exchange for compensation, including while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**;
7. due to destruction or confiscation by governmental or civil authorities of any vehicle because **you**, any **relative**, or any **rated resident** engaged in illegal activities;
8. to any vehicle that is due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical, electrical or electronic breakdown or failure; or
 - d. road damage to tires.

This exclusion does not apply if the damage results from the theft of a vehicle;

9. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
- tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
10. to any vehicle for diminution of value;
11. to a **covered auto** prior to inspection by **us** or **our** representative as required by New Jersey law;
12. to any vehicle caused directly or indirectly by:
- war (declared or undeclared) or civil war;
 - warlike action by any military force of any government, sovereign, or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
13. to any vehicle caused directly or indirectly by:
- any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
 - any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
14. to any vehicle intended by, or reasonably expected to result from, a criminal act or omission of **you**, a **relative**, a **rated resident**, or the owner of a **non-owned auto**. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

1. The limit of liability for loss to a **covered auto**, **non-owned auto**, or **custom parts or equipment** is the lowest of:
- the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible;
 - the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
 - the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
 - the Stated Amount shown on the **declarations page** for that **covered auto**.
- However, the most **we** will pay for loss to:
- custom parts or equipment** is \$1,000 unless **you** purchased Additional Custom Parts or Equipment Coverage ("ACPE"). If **you** purchased ACPE, the most **we** will pay is \$1,000 plus the amount of ACPE **you** purchased.
 - a **trailer** is the limit of liability shown on the **declarations page** for that **trailer**. If the **trailer** is not shown on the **declarations page**, the limit of liability is \$500.

2. Payments for loss to a **covered auto**, **non-owned auto**, or **custom parts or equipment** are subject to the following provisions:

- a. If coverage applies to a **non-owned auto**, **we** will provide the broadest coverage applicable to any **covered auto** shown on the **declarations page**.
 - b. If **you** have elected a Stated Amount for a **covered auto**, the Stated Amount is the most **we** will pay for all loss to that **covered auto**, including its **custom parts or equipment**.
 - c. Coverage for **custom parts or equipment** will not cause **our** limit of liability for loss to an **auto** under this Part IV to be increased to an amount in excess of the actual cash value of the **auto**, including its **custom parts or equipment**.
 - d. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
 - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured or used, including, but not limited to:
 - (a) original manufacturer parts or equipment; and
 - (b) nonoriginal manufacturer parts or equipment.
 - e. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
 - f. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1., an adjustment may be made for betterment or depreciation and physical condition on:
 - (i) batteries;
 - (ii) tires;
 - (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
 - (iv) any other **mechanical parts** that are nonfunctioning or inoperative.
We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.
 - g. The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
3. Any amount paid or payable to a person under this Part IV for **property damage** to an **auto** shall be reduced by any amount paid for that **property damage** to the **auto** under Part III—Uninsured/Underinsured Motorist Property Damage Coverage.
 4. No deductible will apply to a loss to window glass when the glass is repaired instead of replaced.

5. Duplicate recovery for the same elements of damages is not permitted.
6. The following additional limits of liability apply to Pet Injury coverage:
- The most **we** will pay for all damages in any one loss is a total of \$1,000 regardless of the number of dogs or cats involved.
 - If **your pet** dies in, or as a direct result of, a covered loss, **we** will provide a death benefit of \$1,000, less any payment **we** made toward veterinary expenses for **your pet**.
 - No deductible shall apply to this coverage.

APPRAISAL

If **we** cannot agree with **you** on the actual cash value of the stolen or damaged property at the time of the loss (1.a. in the preceding Limits of Liability), then **we** or **you** may demand an appraisal. Such a demand shall be made in writing. Within 30 days of any demand for an appraisal, each party shall appoint a competent appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the actual cash value of the stolen or damaged property at the time of the loss. If they fail to agree, the disagreement will be submitted to a qualified umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, **we** or **you** may request that a judge of a court of record, in the county where you reside, select an umpire. The appraisers and umpire will determine the actual cash value. The actual cash value agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal of the actual cash value.

PAYMENT OF LOSS

We may, at **our** option:

- pay for the loss in money; or
- repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value.

We may settle any loss with **you** or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYABLE CLAUSE

Payment under this Part IV for a loss to a **covered auto** will be made according to **your** interest and the interest of any lienholder shown on the **declarations page** or

designated by you. **Our** option payment may be made to both you or to either separately. However, if the **covered auto** is not a total loss, **we** may make payment to **you** and the repairer of the **auto**.

The lienholder's interest will not be protected:

1. in any case of conversion, embezzlement, or secretion of the **covered auto** by or at the direction of **you**, a **relative**, or the owner of the **covered auto**; or for any act or neglect of the owner of the **covered auto** that is a violation of Section Four of N.J.S.A. 17:33A, the NJ Insurance Fraud Prevention Act; or
2. where the loss is otherwise not covered under the terms of this policy.

If this policy is cancelled, nonrenewed or voided, the interest of any lienholder under this agreement will also terminate.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for a **non-owned auto**, or **trailer** not shown on the **declarations page**, will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the **non-owned auto** or **trailer**;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

PART V—ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. labor on a **covered disabled auto** at the place of disablement.

If a **covered disabled auto** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled auto**" means a **covered auto** for which this coverage has been purchased that sustains a **covered emergency**.
2. "**Covered emergency**" means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand within 100 feet of a road or highway.

EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V will not apply to:

1. more than three **covered emergencies** for any single **covered auto** in a six-month period;
2. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
3. installation of products or material not related to the disablement;
4. labor not related to the disablement;
5. labor on a **covered disabled auto** for any time period in excess of 60 minutes per disablement;
6. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
7. assistance with jacks, levelers, airbags or awnings;
8. labor or repair work performed at a service station, garage, or repair shop;
9. auto storage charges;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. mounting or removing of snow tires or chains;
12. tire repair;
13. disablement that results from an intentional or willful act or action by **you**, a **relative**, or the operator of a **covered disabled auto**;
14. any **covered auto** while being used in connection with **ride-sharing activity**;
15. any **covered auto** while being used in connection with a **personal vehicle sharing program**; or
16. a trailer.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will pay only reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled auto** to the nearest qualified repair facility; and
 2. labor on a **covered disabled auto** at the place of disablement;
- which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI—DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report each accident or loss even if **you** or the person seeking coverage is not

You or the person seeking coverage must provide **us** with all accident or loss information, including time, place, and how the accident or loss happened. **You** or the person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage under Part III—Uninsured/Underinsured Motorist Coverage must make all reasonable efforts to ascertain the identity of the motor vehicle and of the owner and operator of the motor vehicle.

A person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person seeking coverage, and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. promptly call to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to the claim or suit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a loss to protect the **covered auto**, or any other vehicle for which coverage is sought, from further loss. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow **us** to have the damaged **covered auto**, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records.

A person seeking coverage under Part II—Personal Injury Protection (PIP) Coverage must provide **us** written notice of a claim as soon as practicable after an accident.

PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the **declarations page** and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a **covered auto** is being transported between their ports. However, with respect to Part II—Personal Injury Protection (PIP) Coverage only, this policy applies worldwide.

This policy contract, along with **your** insurance application and the coverage selection form (which are made a part of this policy as if attached hereto), the **declarations page**, and all endorsements to this policy issued by **us**, contain all the agreements between **you** and **us**. Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to promptly notify **us** if it changes during the policy period. If this information is determined by **us** to be incorrect, incomplete, or if it changes during the policy period, **you** agree that **we** may adjust **your** policy information and premium accordingly. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you**, a **relative**, or a **rated resident** obtaining a driver's license or operator's permit, or changes in:

1. the number, type or use classification of **covered autos**;
2. the persons who regularly operate a **covered auto**;
3. the persons of legal driving age residing in **your** household;
4. the residents in **your** household;
5. an operator's marital status;
6. **your** mailing address and **your** residence address;
7. the principal garaging address of any **covered auto**;
8. coverage, deductibles, or limits of liability; or
9. rating territory or discount eligibility.

The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**. However, if during the policy period **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage change is implemented in **your** state.

If **you** ask **us** to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time **you** ask **us** to delete it.

DUTY TO REPORT CHANGES

You must promptly report to **us** all changes, including additions and deletions, in policy information. This includes, but is not limited to, changes in:

1. **your** mailing address or **your** residence address;
2. the principal garaging address of any **covered auto**;
3. the residents in **your** household;
4. the persons of legal driving age residing in **your** household;
5. the persons who regularly operate a **covered auto**;
6. an operator's marital status; or
7. the driver's license or operator's permit status of **you**, a **relative**, or a **rated resident**.

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform to the statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER OF INTEREST

The rights and duties under this policy may not be transferred to another person without **our** written consent. However, if a named insured shown on the **declarations page** dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application and the coverage selection form. **We** will not provide coverage, and may void this policy at any time if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application or at the time of renewal. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

However, if **we** void this policy, this shall not affect coverage:

1. under Part I—Liability To Others up to the minimum limit mandated by the motor vehicle financial responsibility law of New Jersey; or
 2. under Part II—Personal Injury Protection (PIP) Coverage for any injured person who has not knowingly concealed or misrepresented any material fact or circumstance;
- for claims or damages arising from an accident that occurs before **we** notify the named insured that the policy is void. This means that **we** will not be liable for any claims or damages except as indicated in 1. and 2. above, nor will **we** be responsible for any amounts in excess of the minimum required limits of liability coverage.

Any changes **we** make at **your** request to this policy after its inception will be made retroactively upon information **you** provide. If **you**:

1. make incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. conceal or misrepresent any material fact or circumstance; or
3. engage in fraudulent conduct;

in connection with a requested change **we** may void the policy or reform it as it existed immediately prior to the requested change. **We** may do this at any time, including after the occurrence of an accident or loss.

When **we** have not voided or reformed the policy, **we** may still deny coverage for an accident or loss if **you**, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have knowingly concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed.

We may deny coverage for an accident or loss, for which coverage is sought under this policy, if **you** or a person seeking coverage has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to **us** by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

However, if **we** deem this policy void from its inception, this shall not affect coverage:

1. under Part I—Liability To Others up to the minimum limit mandated by the financial responsibility law of the state shown on **your** application as **your** residence;
2. under Part II—Personal Injury Protection (PIP) Coverage for any injured person who did not issue such check, draft, or remittance; or
3. under Part III—Uninsured/Underinsured Motorist Coverage for any injured person who did not issue such check, draft, or remittance;

for claims or damages arising from an accident that occurs before **we** notify the named insured that the policy is void, provided such claim or damage would have been covered if the check, draft, or remittance had been honored upon presentment.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

You may cancel this policy during the policy period by calling or writing **us** and stating the future date **you** wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the **declarations page** at the last known address appearing in **our** records.

We will give at least 15 days notice of cancellation if the policy is cancelled for nonpayment of premium.

We will give at least 20 days notice of cancellation in all other cases.

We may cancel this policy for any reason if the notice is mailed within the first 60 days of the initial policy period if **we** determine that the named insured does not meet **our** underwriting rules.

After this policy is in effect for more than 60 days, or if this is a renewal or continuation policy, **we** may cancel only for one or more of the following reasons:

1. nonpayment of premium;
2. **you** knowingly provide materially false or misleading information in connection with any application for insurance, renewal of insurance, or claim for insurance benefits under a policy;
3. the driver's license or motor vehicle registration of the named insured on the **declarations page** has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period;
4. the driver's license or motor vehicle registration of **you**, a **relative**, a **rated resident**, or any other person who customarily operates a **covered auto** has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period as permitted under N.J.A.C. 11:3-8.10(a)3;
5. **your** place of legal residence or the state of registration or license of a **covered auto** is changed to a state or country in which **we** do not accept applications for the insurance provided by this policy;
6. **we** have agreed to issue a new policy within the same or an affiliated company; or
7. any other reason permitted by law.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. If this policy is cancelled, the cancellation will be effective for all coverages provided under the policy, for all persons and all vehicles, even if the reason for cancellation relates only to a policy or vehicle change requested by **you** after the original issuance of this policy.

Notice given by or on behalf of an insured person to any of **our** authorized agents is deemed notice to **us** if the notice sufficiently identifies the insured person.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is cancelled, any refund due will be computed on a daily pro rata basis.

NONRENEWAL

If neither **we** nor one of **our** affiliates offers to renew or continue this policy, **we** will mail notice of nonrenewal to the named insured shown on the **declarations page** at the last known address appearing in **our** records. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 60 days before the end of the policy period.

AUTOMATIC TERMINATION

If **we** or an affiliate offers to renew or continue this policy and **you** or **your** representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on a **covered auto**, any similar insurance provided by this policy will terminate as to that **covered auto** on the effective date of the other insurance.

If a **covered auto** is sold or transferred to someone other than **you** or a **relative**, any insurance provided by this policy will terminate as to that **covered auto** on the effective date of the sale or transfer.

NEW JERSEY MANDATORY INSPECTION

We may be required, or have the right, to inspect an **auto** insured or intended to be insured under this policy before any coverage under Part IV—Damage To A Vehicle shall become effective. When **we** require an inspection, **you** shall cooperate and make the **auto** available for inspection.

We do not provide coverage under Part IV—Damage To A Vehicle for a **replacement auto** or for an **additional auto**, as those items are described in General Definitions 10. and 1., respectively, of this policy, until after **you** notify **us** and request coverage for that **auto**.

However, the previous paragraph does not apply to a **replacement auto**, as described in General Definition 10. of this policy, for the three day period commencing on the date **you** became the owner, and excluding Saturdays, Sundays, and New Jersey legal

holidays if you notified **us** of the replacement and asked **us** to insure the replacement **auto** within said three day period, and if the replaced **auto** was covered under Part IV—Damage To A Vehicle for at least 12 continuous months prior to the date of replacement.

Nothing in this provision shall restrict any of **our** rights under the applicable New Jersey statutes and regulations, including all rights of an insurer to waive inspections and to defer inspections.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

We are entitled to the rights of recovery that the insured person to whom payment was made has against another, to the extent of **our** payment. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

However, **we** may not assert rights of recovery against the owner or operator of an **underinsured motor vehicle** if the insured person under Part III—Uninsured/Underinsured Motorist Coverage provides **us** with written notice 30 days prior to entering into a settlement that an offer of settlement has been made by, or on behalf of, the owner or operator of the **underinsured motor vehicle**, and **we** do not elect to pay to the insured person an amount equal to the amount offered in full settlement by, or on behalf of, the owner or operator of the **underinsured motor vehicle**.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. **We** will not reduce **your** share of the recovery by any attorney fees or collection expenses **we** incur.

These provisions will be applied in accordance with state law.

PROOF OF HEALTH BENEFITS PLAN COVERAGE

If **you** select the "Health Insurance Primary" option for Personal Injury Protection Coverage, **we** may require that **you** provide proof that **you** and all **relatives** are insured by health insurance coverage in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. Subject to the terms of this policy, if execution of a judgment against an insured person is returned unsatisfied because of the insolvency or bankruptcy of the insured person, a person claiming damages under Part I—Liability To Others of this policy may maintain an action against **us** for the amount of the judgment subject to **our** Limits of Liability under Part I.

PROGRESSIVE[®]
DIRECT



9611D NJ 1017



EXHIBIT B



Vehicle Valuation Report

Prepared for: Progressive Group of Insurance Companies
(800) 321-9843

Summary

Claim Information

Claim Number:	15-4958330-01	Version #:	1
Policy Number:		Coverage Type of Loss:	COLLISION
Owner:	LORIANNA FERRARA	Loss Date:	12/04/2015
Address:	399 WALNUT STREET APT 1 NEWARK, NJ 07105	Reported Date:	12/04/2015
Owner Home Phone:	+1-732-5567389	Valuation Report Date:	12/16/2015 12:39:29
		Valuation Report ID:	1005551801

Vehicle Information

Loss Vehicle:	2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD	Location:	NJ 07105
VIN:	1G6DS5ED7B0128469	Exterior Color:	Black Raven
Mileage:	90,427 miles	License Plate:	
Title History:	No		

Valuation Summary

Base Value: \$17,216.13

Loss Vehicle Adjustments

Condition Adjustment:	- \$71.28
Prior Damage Adjustment:	\$0.00
After Market Parts Adjustment:	\$110.00
Refurbishment Adjustment:	\$0.00
Title History Adjustment:	\$0.00

Market Value: \$17,254.85

Settlement Adjustments

Deductible: - \$1,500.00

Settlement Value: \$15,754.85

Title History Comments:

Loss Vehicle DetailLoss vehicle: **2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD****Standard Equipment****Exterior**

Fog lamps, front, integral in front fascia (Included and only available in (Y42) 18" All-Season Tire Performance Package. Included and only available in (Y43) 19" Summer Tire Performance Package (Model 6DP69 only).)	Glass, solar-ray light-tinted
Headlamps, high intensity discharge with Adaptive Forward Lighting System, headlamp washers (Sedan-V only) and flash-to-pass. Windshield wiper activated. (Included and only available in (Y42) 18" All-Season Tire Performance Package. Included and only available in (Y43) 19" Summer Tire Performance Package (Model 6DP69 only). Does not include headlamp washers.)	Mirrors, outside heated power-adjustable, body-color, manual-folding
Sunroof, power UltraView double-sized, tilt-sliding with express-open and power sunshade	Tires, P235/50R18 V-rated all-season, blackwall (Included and only available in (Y42) 18" All-Season Tire Performance Package.)
Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish	Wipers, front intermittent with washers

Interior

Air filtration system, automatic cabin odor filtration	Antenna, integral front and rear
Armrest, front center	Armrest, rear center with dual cup holders
Audio system, AM/FM stereo with CD/DVD player (audio only), MP3 playback, Bose 5.1 Surround Sound 10-speaker system and HDD-based navigation with XM NavTraffic/Real Time Weather, 8" diagonal glide-up screen with voice and text guidance, auxiliary input jack, Radio Data System (RDS), 40GB Hard Drive Device (HDD) and USB with audio connectivity	Auxiliary input jack
Bluetooth for phone personal cell phone connectivity to vehicle audio system	Cargo convenience net, trunk
Climate control, dual-zone automatic with individual climate settings for driver and right-front passenger	Console, floor with floor shifter, integral armrest, storage compartment and cup holders
Cruise control, electronic with set and resume speed	Defogger, rear-window electric with front and side window outlets for the driver and right-front passenger
Door locks, power programmable	Floor mats, carpeted front and rear
Fuel gauge, analog	Keyless access, passive entry
Keyless start, switch	Lighting accent, LED spotlight with lighting pipes
Mirror, inside rearview auto-dimming with OnStar controls	Remote keyless entry
Seat adjuster, passenger 8-way power with power recliner	Seat adjusters, 2-way power driver and front passenger lumbar control
Seat, rear split-folding ((AM9) rear split-folding seat is deleted when (W2E) Recaro performance seats are ordered.)	Seats, front bucket includes 8-way power driver seat adjuster and articulating head restraints
Seats, heated driver and front passenger	Seats, heated/ventilated driver and front passenger
Steering column, power rake wheel and telescopic with memory	Steering wheel controls, mounted controls for audio and cruise
Steering wheel, leather-wrapped rim with wood trim (Included and only available with (03F) Sapele Wood Trim Package.)	Theft-deterrent alarm system
Theft-deterrent system, vehicle, PASS-Key III	Trunk release, power
Universal Home Remote includes garage door opener, 3-channel programmable	Visors, driver and front passenger illuminated vanity mirrors
Windows, power with front and rear Express-Down, front Express-Up and rear passenger lockout	XM Radio is standard on nearly all 2011 GM models and includes 3 months of trial service. (Get over 170 channels, including: commercial-free music, sports, news, talk, entertainment, comedy, family and kids' channels, and much more. With XM's incredible range of programming, everything worth listening to is on XM. Requires a subscription sold separately by XM after the first 90 days. Available only in the 48 contiguous United States and District of Columbia. Visit gm.xradio.com for details.)

Mechanical	
Battery, maintenance-free with rundown protection	Brakes, 4-wheel antilock, 4-wheel disc
Drivetrain, all-wheel drive	Exhaust, stainless-steel with chrome tips
Steering, power, rack-and-pinion	Suspension, Sport (Included and only available in (Y42) 18" All-Season Tire Performance Package.)

Safety	
Air bags, dual-stage frontal driver, dual-depth frontal passenger with passenger sensing system, driver and right-front passenger side impact and front and rear outboard head curtain (Head curtain side air bags are designed to help reduce the risk of head and neck injuries to front and outboard rear seat occupants on the near side of certain side-impact collisions. Always use safety belts and the correct child restraints for your child's age and size. Even in vehicles equipped with air bags and the Passenger Sensing System, children are safer when properly secured in a rear seat. Never place a rear-facing infant restraint in the front seat of any vehicle equipped with an active frontal air bag. See the vehicle's Owner Manual and child safety seat instructions for more safety information.)	Automatic crash response
Child seat restraint system	Daytime running lamps
Door locks, rear child security	OnStar Turn-by-Turn Navigation
OnStar, 1-year of Directions and Connections plan includes Automatic Crash Response, Emergency Services, Crisis Assist, Stolen Vehicle Assistance including Remote Ignition Block, Remote Door Unlock, Turn-by-Turn Navigation with Destination Download (requires navigation radio) and OnStar eNav (where available), OnStar Vehicle Diagnostics, Roadside Assistance, Remote Horn and Lights, and Hands Free Calling. (Visit onstar.com for details and system limitations.)	Rear parking assist, ultrasonic
Rearview camera system (Includes (UAV) audio system with navigation.)	Safety belts, 3-point, driver and right-front passenger
StabiliTrak, stability enhancement system	Stolen vehicle assistance
Tire pressure monitor system	

Loss Vehicle Base Value

Loss vehicle: **2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD**

Comparable Vehicle Information

Search Radius used for this valuation: **75 miles from loss vehicle zip/postal code.**
 Typical Mileage for this vehicle: **45,000 miles**

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2011 CADILLAC CTS PREMIUM 4D SDN 6 3.6NORMAL GAS A AWD	64,638	11590	30 miles	\$18,898.00 List Price	\$16,031.30
2	2011 CADILLAC CTS PREMIUM 4D SDN 6 3.6NORMAL GAS A AWD	85,564	07755	32 miles	\$17,850.00 List Price	\$16,630.96

3	2011 CADILLAC CTS PREMIUM 4D SDN 6 3.6NORMAL GAS A AWD	70,811	08512	34 miles	\$21,500.00 List Price	\$18,986.12
Base Value:						\$17,216.13

Loss Vehicle Adjustments

Loss vehicle: **2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD**

Condition Adjustments

Condition Adjustment: -\$71.28		Overall Condition: 2.97-Good		Typical Vehicle Condition: 3.00	
Category	Condition		Comments		
Interior					
GLASS	3 Good		NO DAMAGE		
HEADLINER	3 Good		NO DAMAGE		
CARPET	3 Good		MINIMAL WEAR. SOME NON PERMANENT SOILING.		
DASH/CONSOLE	3 Good		NON PERMANENT MARKS AND SOILING.		
DOORS/INTERIOR PANELS	3 Good		NON PERMANENT MARKS AND SOILING.		
SEATS	3 Good		CREASING ON LR LEATHER SEAT RF AS WELL		
Exterior					
TRIM	2 Fair		CRACKED REAR TAILLIGHT CRACKED BUMPER		
PAINT	3 Good		ISOLATED SCRATCH.		
BODY	3 Good		ISOLATED DING LT QUARTER.		
VINYL/CONVERTIBLE TOP	Typical				
Mechanical					
ENGINE	Typical		UNABLE TO ASSESS. HOOD RELEASE BROKEN.		
TRANSMISSION	Typical		NOT VISIBLE.		
Tire	3 Good		6/32NDS LF, 9/32NDS RF, 5/32NDS RR, 8/32NDS LR		

Typical condition reflects a vehicle that is in ready-for-sale condition and reflects normal wear and tear for that vehicle type / age.

Comments:

After Market Parts and OEM Equipment Adjustments

Category	Description	Adjustment Type	Purchase Date	Amount Paid	Adjustment Amount
INTERIOR	WINDOW TINT- SEDAN / 5 DOOR HB / WAGON	INSTANT QUOTE			\$110.00

Comparable Vehicles

Loss vehicle: **2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD**

Comparable Vehicles

1	2011 CADILLAC CTS PREMIUM 4D SDN 6 3.6 NORMAL GAS AAWD	List Price: \$18,898.00															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; vertical-align: top;"> VIN: 1G6DS5ED8B0151341 Stock No: U13721AJ Listing Date: 09/09/2015 ZIP/Postal Code: 11590 Distance from Loss Vehicle: 30 miles Source: DEALER WEB LISTING - CARS.COM LEGACY NISSAN 939 OLD COUNTRY RD WESTBURY NY 11590 888-599-8580 </td> <td style="width: 35%; vertical-align: top; border-bottom: 1px solid black;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: left;">Adjustments</td> <td style="width: 15%; text-align: center;">Loss Vehicle</td> <td style="width: 15%; text-align: center;">This Vehicle</td> <td style="width: 30%; text-align: right;">Amount</td> </tr> <tr style="background-color: #f2f2f2;"> <td colspan="3">Projected Sold Adjustment</td> <td style="text-align: right;">-\$1,198.00</td> </tr> <tr style="border-bottom: 1px solid black;"> <td>Mileage</td> <td style="text-align: center;">90,427</td> <td style="text-align: center;">64,638</td> <td style="text-align: right;">-\$1,668.70</td> </tr> </table> </td> <td style="width: 15%; vertical-align: bottom;"> Total Adjustments: -\$2,866.70 Adjusted Price: \$16,031.30 </td> </tr> </table>			VIN: 1G6DS5ED8B0151341 Stock No: U13721AJ Listing Date: 09/09/2015 ZIP/Postal Code: 11590 Distance from Loss Vehicle: 30 miles Source: DEALER WEB LISTING - CARS.COM LEGACY NISSAN 939 OLD COUNTRY RD WESTBURY NY 11590 888-599-8580	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: left;">Adjustments</td> <td style="width: 15%; text-align: center;">Loss Vehicle</td> <td style="width: 15%; text-align: center;">This Vehicle</td> <td style="width: 30%; text-align: right;">Amount</td> </tr> <tr style="background-color: #f2f2f2;"> <td colspan="3">Projected Sold Adjustment</td> <td style="text-align: right;">-\$1,198.00</td> </tr> <tr style="border-bottom: 1px solid black;"> <td>Mileage</td> <td style="text-align: center;">90,427</td> <td style="text-align: center;">64,638</td> <td style="text-align: right;">-\$1,668.70</td> </tr> </table>	Adjustments	Loss Vehicle	This Vehicle	Amount	Projected Sold Adjustment			-\$1,198.00	Mileage	90,427	64,638	-\$1,668.70	Total Adjustments: -\$2,866.70 Adjusted Price: \$16,031.30
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; vertical-align: top;"> VIN: 1G6DS5ED5B0121827 Stock No: 115850A Listing Date: 11/21/2015 ZIP/Postal Code: 08512 Distance from Loss Vehicle: 34 miles Source: DEALER WEB LISTING - CARS.COM PERRINE BUICK GMC 2730 US-130 CRANBURY TOWNSHIP NJ 08512 609-395-5599 </td> <td style="width: 35%; vertical-align: top;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Adjustments</th> <th style="text-align: right;">Loss Vehicle</th> <th style="text-align: right;">This Vehicle</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Projected Sold Adjustment</td> <td></td> <td></td> <td style="text-align: right;">-\$1,167.00</td> </tr> <tr> <td>Mileage</td> <td style="text-align: right;">90,427</td> <td style="text-align: right;">70,811</td> <td style="text-align: right;">-\$1,346.88</td> </tr> </tbody> </table> </td> <td style="width: 25%; vertical-align: top;"> Total Adjustments: -\$2,513.88 Adjusted Price: \$18,986.12 </td> </tr> </table>			VIN: 1G6DS5ED5B0121827 Stock No: 115850A Listing Date: 11/21/2015 ZIP/Postal Code: 08512 Distance from Loss Vehicle: 34 miles Source: DEALER WEB LISTING - CARS.COM PERRINE BUICK GMC 2730 US-130 CRANBURY TOWNSHIP NJ 08512 609-395-5599	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Adjustments</th> <th style="text-align: right;">Loss Vehicle</th> <th style="text-align: right;">This Vehicle</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Projected Sold Adjustment</td> <td></td> <td></td> <td style="text-align: right;">-\$1,167.00</td> </tr> <tr> <td>Mileage</td> <td style="text-align: right;">90,427</td> <td style="text-align: right;">70,811</td> <td style="text-align: right;">-\$1,346.88</td> </tr> </tbody> </table>	Adjustments	Loss Vehicle	This Vehicle	Amount	Projected Sold Adjustment			-\$1,167.00	Mileage	90,427	70,811	-\$1,346.88	Total Adjustments: -\$2,513.88 Adjusted Price: \$18,986.12
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Mileage	90,427	70,811	-\$1,346.88														

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2011 Cadillac CTS Premium	4 Door Sedan 3.6L 6 Cyl Gas AWD	\$49,700.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was built through a joint partnership between J.D. Power and Associates vehicle valuation division Power Information Network (P.I.N.) and Mitchell International, a leading provider of claims processing solutions to private passenger insurers.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles similar to the loss vehicle in the same market area. WorkCenter Total Loss finds these vehicles in AutoTrader.com, Cars.com, Vast.com and directly from dealerships.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

EXHIBIT C

Progressive Group of Insurance Companies

Settlement Summary**Claim Information**

Claim Number: 15-4958330-01	Coverage Type of Loss: Collision
Policy Number:	Loss Date: 12/04/2015
Owner : FERRARA, LORIANNA	Reported Date: 12/04/2015
	Valuation Report ID: 1005551801

Vehicle Information

Loss Vehicle: 2011 Cadillac CTS Premium 4 Door Sedan 3.6L 6 Cyl Gas A AWD	Location: NJ 07105
VIN: 1G6DS5ED7B0128469	Exterior Color: Black Raven
Mileage: 90,427 miles	License Plate:
Title History: No	Title History Comments:

Loan Information**Payment Information**

Lien Holder Payoff:	\$0.00	Lien Holder Payment(s):	\$0.00
Loan/Lease Payoff Coverage:	\$0.00	Net to Owner:	\$18,462.69

Settlement

Stated Amount:	\$25,000.00
Actual Cash Value:	\$17,254.85
Base Value:	\$17,216.13
Title History Adjustment:	-\$0.00
Refurbishment Adjustments:	\$0.00
After Market Parts Adjustment:	\$110.00
Condition Adjustment:	-\$71.28
Prior Damage Adjustment:	-\$0.00
Market Value:	\$ 17,254.85
Settlement Adjustment(Pre-Tax):	\$0.00
Fees:	\$0.00
Taxes:	\$1,207.84
Company Obtains:	\$0.00
Net Settlement:	\$18,462.69
Settlement Adjustment(Post-Tax):	\$0.00
Deductible:	-\$0.00
Other Adjustments:	\$ 0.00
Total Settlement:	\$18,462.69

Adjuster License #:**Comments:**

EXHIBIT D

Vehicle Valuation Report

Prepared For Progressive Group of Insurance Companies (800) 321-9843



Claim Information

Claim Number 19-4208744-01	Policy Number	Loss Type COLLISION	Owner BEABI NANKU 826 GARDEN ST ELIZABETH, NJ 07202 +1-908- 2206890	
Loss Date 02/08/2019	Reported Date 02/08/2019	Valuation Report Date 02/12/2019	Valuation Report ID 1008637784	Version Number 1

Vehicle Information

Year 2009	Make Nissan	Model Murano SL 4 Door Utility 111" WB 3.5L 6 Cyl Gas A AWD	Location NJ 07202	Mileage 152,294 miles
Ext Color	License	VIN JN8AZ18W49W152905	Title History No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$6,605.88
Condition -	\$456.94
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00
Market Value =	\$6,148.94

Settlement Adjustments

Adjustments specific to your policy

Deductible -	\$2,000.00
Settlement Value =	\$4,148.94

Settlement Value:
\$4,148.94

Loss Vehicle Detail

Loss vehicle: 2009 Nissan Murano | SL 4 Door Utility 111" WB | 3.5L 6 Cyl Gas A AWD

Standard Equipment

Exterior

18" 5-spoke alloy wheels w/center caps	Body-color front/rear bumpers
Brushed aluminum rear bumper protector	Chrome door handles
Folding body-color pwr mirrors	Front fog lamps
Halogen headlights	Intermittent rear window wiper w/washer
LED rear lights	P235/65TR18 all-season tires
Rear privacy glass	Speed-sensitive variable intermittent windshield wipers
T165/90D18 temporary spare tire located under cargo area floor	

Interior

(2) coat hooks	(3) 12-volt pwr outlets
(4) assist grips	(4) cup holders
1st row map lights	2nd row reading lights
4-way manual passenger seat	60/40 flat-fold reclining rear bench seat w/pwr return & adjustable head restraints
8-way pwr driver seat w/manual lumbar support	Air conditioning w/dual zone automatic temperature control & microfilter
AM/FM stereo w/6-disc in-dash CD changer -inc: MP3/WMA capability, aux audio input jack, (6) speakers	Cloth seat trim
Cruise control w/steering wheel controls	Driver/front passenger visors w/extenders & illuminated vanity mirrors
Front bucket seats w/adjustable active head restraints	Front door map pockets
Front seatback pockets	Full carpeting
Immobilizer system	Leather shift knob
Leather-wrapped steering wheel w/cruise & audio controls	Manual day/night rearview mirror
Manual tilt/telescopic steering column	Metallic trim accents
Mood lighting	Pwr door locks w/speed-sensitive auto lock, selective unlock feature
Pwr fuel door release	Pwr windows w/front one-touch up/down & safety reverse feature
Rear HVAC vents	Rear window defroster
Remote keyless entry	Roof mounted & in-glass diversity antenna
Trip computer	

Mechanical

4-wheel vented disc brakes	All-wheel drive
Double-tipped platinum spark plugs	Front tow hook
Front/rear stabilizer bars	Independent multi-link rear suspension
Independent strut front suspension	Push button ignition
Speed-sensitive pwr rack & pinion steering	Stainless steel dual exhaust system w/chrome finishers

Variable valve timing (CVTCS)

Safety

(2) child seat anchors

3-point ELR seat belts all seating positions

4-wheel anti-lock braking system (ABS)

Active head restraints

Child safety rear door locks

Driver & front passenger dual stage airbags w/occupancy sensor

Electronic brake force distribution (EBD) & brake assist (BA)

Energy absorbing steering column

Front & rear crumple zones

Front seat belt pretensioners & load limiters

Front seat-mounted side-impact airbags

Roof-mounted side curtain airbags for all rows w/rollover sensor

Tire pressure monitor

Traction control system (TCS)

Vehicle dynamic control system (VDC) -inc: 4-wheel limited slip (ABLS)

Packages

[K01] PREMIUM PKG

-inc: Bose premium audio system w/(9) speakers & (2) subwoofers, XM satellite radio, aux audio inputs behind center console, 7" OVGA color display, RearView monitor, auto-dimming rear view mirror w/compass, HomeLink universal home remote, retractable cargo cover, foldable cargo organizer, roof rails, security alarm system

[X01] LEATHER PKG

-inc: leather seating surfaces, 4-way pwr passenger seat, pwr driver lumbar support, heated front seats

Optional Equipment

[L92] FLOOR MATS (3 PIECE SET)

*DIO/PIO = Dealer/Port Installed Options

Loss Vehicle Base Value

Loss vehicle: 2009 Nissan Murano | SL 4 Door Utility 111" WB | 3.5L 6 Cyl Gas A AWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.
 Typical Mileage for this vehicle: 119,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	111,115	07201	2 miles	\$8,995.00 List Price	\$7,048.25
2	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	126,608	07036	2 miles	\$8,999.00 List Price	\$7,008.24
3	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	114,366	07604	16 miles	\$7,800.00 List Price	\$6,197.36
4	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	127,207	07644	17 miles	\$7,995.00 List Price	\$7,346.23
5	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	165,583	07524	20 miles	\$8,200.00 List Price	\$7,116.65
6	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	116,155	10469	25 miles	\$8,395.00 List Price	\$6,356.17
7	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	120,747	18045	56 miles	\$7,999.00 List Price	\$5,746.72
8	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	120,105	19046	61 miles	\$7,999.00 List Price	\$6,162.35
9	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	131,617	08065	62 miles	\$8,995.00 List Price	\$6,292.77
10	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	129,477	08052	64 miles	\$8,495.00 List Price	\$6,399.99
11	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	111,419	08108	68 miles	\$8,500.00 List Price	\$6,331.26
12	2009 NISSAN MURANO SL 4D SUV 6 3.5NORMAL GAS A AWD	114,906	12601	74 miles	\$9,900.00 List Price	\$7,264.56
Base Value:						\$6,605.88

Loss Vehicle Adjustments

Loss vehicle: 2009 Nissan Murano | SL 4 Door Utility 111" WB | 3.5L 6 Cyl Gas A AWD

Condition Adjustments

Condition Adjustment: **-\$456.94**

Overall Condition: **2.72-Good**

Typical Vehicle Condition: **3.00**

Category	Condition	Comments
Interior		
DASH/CONSOLE	3 Good	
DOORS/INTERIOR PANELS	3 Good	
GLASS	3 Good	
CARPET	3 Good	
SEATS	3 Good	
HEADLINER	2 Fair	
Exterior		
BODY	2 Fair	damage does not require replacement, stained
TRIM	3 Good	large crease to liftgate through bodyline
VINYL/CONVERTIBLE TOP	Typical	
PAINT	3 Good	
Mechanical		
ENGINE	3 Good	
TRANSMISSION	3 Good	
Tire	2 Fair	LF3, RF4, LR4, RR5

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2009 Nissan Murano | SL 4 Door Utility 111" WB | 3.5L 6 Cyl Gas A AWD

1 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,995.00**

VIN JN8AZ18WX9W157106	Stock No 157106	Listing Date 02/11/2019	ZIP/Postal Code 07201	Distance from Loss Vehicle 2 miles
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Source
DEALER WEB LISTING - BUILDSHEET - VAST.COM
SANCHEZ MOTORS
512 PENNSYLVANIA AVENUE
ELIZABETH NJ 07201
908-469-0988

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$704.00
Mileage	152,294	111,115	-\$1,242.75
Total Adjustments:			-\$1,946.75
Adjusted Price:			\$7,048.25

Comparable Vehicle Package Details:
[K01] PREMIUM PKG
[X01] LEATHER PKG
Comparable Vehicle Option Details:
[L92] FLOOR MATS (3 PIECE SET)

2 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,999.00**

VIN JN8AZ18W69W160830	Stock No W160830	Listing Date 12/28/2018	ZIP/Postal Code 07036	Distance from Loss Vehicle 2 miles
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Source
DEALER WEB LISTING - BUILDSHEET - CARS.COM
K&S TRADING AUTO, INC
600 W SAINT GEORGES AVE
LINDEN NJ 07036
909-925-4411

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$704.00
Mileage	152,294	126,608	-\$775.56
Equipment			
[K02] TECHNOLOGY PKG	No	Yes	-\$511.20
Total Adjustments:			-\$1,990.76
Adjusted Price:			\$7,008.24

Comparable Vehicle Package Details:
[K01] PREMIUM PKG
[X01] LEATHER PKG
[K02] TECHNOLOGY PKG
Comparable Vehicle Option Details:
[L92] FLOOR MATS (3 PIECE SET)

3 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$7,800.00**

VIN: JN8AZ18W09W159415 Stock No: C1159415 Listing Date: 12/12/2018 ZIP/Postal Code: 07604 Distance from Loss Vehicle: 16 miles

Source
 DEALER WEB LISTING -
 BUILDSHEET - AUTOTRADER.COM
 CONSUMER 1ST AUTO GROUP
 92 RAILROAD AVE SUITE 131
 HASBROUCK HEIGHTS NJ 07604
 201-596-5068

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$610.00
Mileage	152,294	114,366	-\$992.64
Total Adjustments:			-\$1,602.64
Adjusted Price:			\$6,197.36

Comparable Vehicle Package Details:

[K01] PREMIUM PKG

[X01] LEATHER PKG

Comparable Vehicle Option Details:

[L92] FLOOR MATS (3 PIECE SET)

4 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$7,995.00**

VIN: JN8AZ18W79W157225 Stock No: Listing Date: 12/10/2018 ZIP/Postal Code: 07644 Distance from Loss Vehicle: 17 miles

Source
 DEALER WEB LISTING - VAST.COM
 LODI AUTO MART
 78 U.S. 46
 LODI NJ 07644
 973-773-9791

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$626.00
Mileage	152,294	127,207	-\$672.91
Equipment			
[K01] PREMIUM PKG	Yes	No	\$239.02
[X01] LEATHER PKG	Yes	No	\$382.44
[L92] FLOOR MATS (3 PIECE SET)	Yes	No	\$28.68
Total Adjustments:			-\$648.77
Adjusted Price:			\$7,346.23

5 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,200.00**

VIN JN8AZ18W79W156401	Stock No	Listing Date 12/31/2018	ZIP/Postal Code 07524	Distance from Loss Vehicle 20 miles
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Source
DEALER WEB LISTING -
BUILDSHEET - VAST.COM
MFG PRESTIGE AUTO GROUP
630 RIVER ST
PATERSON NJ 07524
973-850-6464

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$642.00
Mileage	152,294	165,583	\$311.26
Equipment			
[K02] TECHNOLOGY PKG	No	Yes	-\$465.78
[J01] DUAL PANEL MOONROOF	No	Yes	-\$286.83
Total Adjustments:			-\$1,083.35
Adjusted Price:			\$7,116.65

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [K02] TECHNOLOGY PKG

Comparable Vehicle Option Details:

- [L92] FLOOR MATS (3 PIECE SET), [J01] DUAL PANEL MOONROOF

6 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,395.00**

VIN JN8AZ18W99W211074	Stock No 2577	Listing Date 01/14/2019	ZIP/Postal Code 10469	Distance from Loss Vehicle 25 miles
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Source
DEALER WEB LISTING -
BUILDSHEET - VAST.COM
B&A;L AUTO SALES
3068 BOSTON ROAD
BRONX NY 10469
718-652-2277

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$657.00
Mileage	152,294	116,155	-\$1,017.90
Equipment			
[J02] 360 DEGREE VALUE PKG	No	Yes	-\$363.93
Total Adjustments:			-\$2,038.83
Adjusted Price:			\$6,356.17

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [J02] 360 DEGREE VALUE PKG

Comparable Vehicle Option Details:

- [L92] FLOOR MATS (3 PIECE SET)

7 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$7,999.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JN8AZ18W09W111526	N83165A	11/19/2018	18045	56 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM
 KELLY NISSAN OF ROUTE 33
 3830 EASTON-NAZARETH HWY
 EASTON PA 18045
 610-258-8600

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$626.00
Mileage	152,294	120,747	-\$846.65
Equipment			
[K02] TECHNOLOGY PKG	No	Yes	-\$454.38
[J01] DUAL PANEL MOONROOF	No	Yes	-\$279.81
[R92] BLACK ROOF RAIL CROSSBARS	No	Yes	-\$45.44
Total Adjustments:			-\$2,252.28
Adjusted Price:			\$5,746.72

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [K02] TECHNOLOGY PKG

Comparable Vehicle Option Details:

[L92] FLOOR MATS (3 PIECE SET), [J01] DUAL PANEL MOONROOF, [R92] BLACK ROOF RAIL CROSSBARS

8 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$7,999.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JN8AZ18W69W203157	9W203157	01/13/2019	19046	61 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
 FAULKNER NISSAN
 900 OLD YORK RD
 JENKINTOWN PA 19046
 855-979-5431

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$626.00
Mileage	152,294	120,105	-\$863.88
Equipment			
[J02] 360 DEGREE VALUE PKG	No	Yes	-\$346.77
Total Adjustments:			-\$1,836.65
Adjusted Price:			\$6,162.35

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [J02] 360 DEGREE VALUE PKG

Comparable Vehicle Option Details:

[L92] FLOOR MATS (3 PIECE SET)

9 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JN8AZ18W69W122367	122367	01/21/2019	08065	62 miles

Source

DEALER WEB LISTING -
 BUILDSHEET - VAST.COM
 THE AUTO STORE
 100 NEW JERSEY 73
 PALMYRA NJ 08065
 215-535-2100

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$704.00
Mileage	152,294	131,617	-\$624.02
Equipment			
[K02] TECHNOLOGY PKG	No	Yes	-\$510.96
[J01] DUAL PANEL MOONROOF	No	Yes	-\$314.64
[R92] BLACK ROOF RAIL CROSSBARS	No	Yes	-\$51.10
[U01] NAVIGATION SYSTEM	No	Yes	-\$497.51
Total Adjustments:			-\$2,702.23
Adjusted Price:			\$6,292.77

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [K02] TECHNOLOGY PKG

Comparable Vehicle Option Details:

[L92] FLOOR MATS (3 PIECE SET), [J01] DUAL PANEL MOONROOF, [R92] BLACK ROOF RAIL CROSSBARS, [U01] NAVIGATION SYSTEM

10 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,495.00**

VIN: JN8AZ18W29W208713 Stock No: AAG8713 Listing Date: 12/24/2018 ZIP/Postal Code: 08052 Distance from Loss Vehicle: 64 miles

Source

DEALER WEB LISTING -
BUILDSHEET - VAST.COM
AMERICAN AUTO GROUP NJ
3111 RT. 73
MAPLE SHADE NJ 08052
856-414-1300

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$665.00
Mileage	152,294	129,477	-\$650.31
Equipment			
[K02] TECHNOLOGY PKG	No	Yes	-\$482.55
[J01] DUAL PANEL MOONROOF	No	Yes	-\$297.15
Total Adjustments:			-\$2,095.01
Adjusted Price:			\$6,399.99

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [K02] TECHNOLOGY PKG

Comparable Vehicle Option Details:

- [L92] FLOOR MATS (3 PIECE SET), [J01] DUAL PANEL MOONROOF

11 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD **List Price: \$8,500.00**

VIN: JN8AZ18WX9W207289 Stock No: 7289 Listing Date: 01/09/2019 ZIP/Postal Code: 08108 Distance from Loss Vehicle: 68 miles

Source

DEALER WEB LISTING -
BUILDSHEET - CARS.COM
DJ ENTERPRISES AUTO SALES, LLC
234 E CRESCENT BLVD
COLLINGSWOOD NJ 08108
856-854-7839

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$665.00
Mileage	152,294	111,419	-\$1,165.73
Equipment			
[J02] 360 DEGREE VALUE PKG	No	Yes	-\$368.50
[L92] FLOOR MATS (3 PIECE SET)	Yes	No	\$30.49
Total Adjustments:			-\$2,168.74
Adjusted Price:			\$6,331.26

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [J02] 360 DEGREE VALUE PKG

12 2009 NISSAN MURANO SL 4D SUV 6 3.5 NORMAL GAS AAWD

List Price: \$9,900.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JN8AZ18W79W104055	26805	12/12/2018	12601	74 miles

Source
 DEALER WEB LISTING -
 BUILDSHEET - CARS.COM
 HUDSON CADILLAC BUICK GMC
 2023 SOUTH RD
 POUGHKEEPSIE NY 12601
 845-298-4700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			
Mileage	152,294	114,906	-\$775.00
Equipment			-\$1,241.84
[K02] TECHNOLOGY PKG	No	Yes	-\$562.36
[R92] BLACK ROOF RAIL CROSSBARS	No	Yes	-\$56.24
Total Adjustments:			-\$2,635.44
Adjusted Price:			\$7,264.56

Comparable Vehicle Package Details:

- [K01] PREMIUM PKG
- [X01] LEATHER PKG
- [K02] TECHNOLOGY PKG

Comparable Vehicle Option Details:

- [L92] FLOOR MATS (3 PIECE SET), [R92] BLACK ROOF RAIL CROSSBARS

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2009 Nissan Murano SL	4 Door Utility 111" WB 3.5L 6 Cyl Gas AWD	\$30,830.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D. Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

EXHIBIT E

Progressive Group of Insurance Companies

Settlement Summary

Claim Information

Claim Number: 19-4208744-01

Policy Number:

Owner : NANKU, BEABI

Coverage Type of Loss: Collision

Loss Date: 02/08/2019

Reported Date: 02/08/2019

Valuation Report ID: 1008637784

Vehicle Information

Loss Vehicle: 2009 Nissan Murano SL 4 Door Utility 111"
WB 3.5L 6 Cyl Gas A AWD

Location: NJ 07202

VIN: JN8AZ18W49W152905

Mileage: 152,294 miles

Exterior Color:

License Plate:

Title History: No

Title History Comments:

Loan Information

Payment Information

Lien Holder Payoff:

\$0.00

Lien Holder Payment(s):

\$0.00

Loan/Lease Payoff Coverage:

\$0.00

Net to Owner:

\$4,556.31

Settlement

Stated Amount:	\$0.00
Actual Cash Value:	\$6,148.94
Base Value:	\$6,605.88
Title History Adjustment:	-\$0.00
Refurbishment Adjustments:	\$0.00
After Market Parts Adjustment:	\$0.00
Condition Adjustment:	-\$456.94
Prior Damage Adjustment:	-\$0.00
Market Value:	\$ 6,148.94
Settlement Adjustment(Pre-Tax):	\$0.00
Fees:	\$0.00
Taxes:	\$407.37
Company Obtains:	\$0.00
Net Settlement:	\$6,556.31
Settlement Adjustment(Post-Tax):	\$0.00
Deductible:	-\$2,000.00
Other Adjustments:	\$ 0.00
Total Settlement:	\$4,556.31

Adjuster License #:

Comments:

PROGRESSIVE

1200 Howard Boulevard, Suite 110 Mount Laurel, NJ 08054

Telephone: 800-PROGRESSIVE
Facsimile:
Progressive.com

POWER OF ATTORNEY FOR TRANSFER OF TITLE AND ODOMETER DISCLOSURE

PART A: POWER OF ATTORNEY FOR TRANSFER OF TITLE

I, BEABI NANKU, (Transferor), residing at
826 GARDEN ST, (Address) ELIZABETH, NEW JERSEY 07202

do hereby make, constitute, and appointment Progressive Casualty Insurance Company & Insurance Auto Auctions and its agents:

- | | | | |
|---------------------|------------------|-------------------|---------------|
| Letitia A. Hardaway | Melissa Arcadi | Ivette Cartagena | Rachel Taylor |
| Jennifer L. Burns | Sandra J Nichols | Jennifer Sullivan | |
| Cynthia Waid | Lauren Thompson | Stephen Francis | |
| Michele Burke | Kristina Perez | Gina Settembrino | |

as my true and lawful attorney for me and in my stead and behalf to do the following with the same force and effects as if same had been done for me:

To execute the assignment in favor of Progressive Casualty Insurance Company on a certificate of title in my name for the following motor vehicle:

VEHICLE DESCRIPTION:

Year 2009 Make NISSAN Model MURANO
Body Type _____ Vehicle Identification Number JN8AZ18W49W152905

I hereby give to said attorney full power and authority in the premises until this power of attorney be revoked by a written instrument or notice in writing.

PART B: POWER OF ATTORNEY TO DISCLOSE MILEAGE

Federal law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and/or imprisonment.

I, BEABI NANKU (transferor's name, Print) further appoint Progressive Casualty Insurance Company & Insurance Auto Auctions and its agents listed above as my attorney-in-fact, to disclose the mileage, on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 152 294 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING—
ODOMETER DISCREPANCY.

BEABI NANKU
Transferor's Name Beabi Nanku
Transferor's Signature
826 GARDEN ST
Transferor's Address- Street
ELIZABETH
City
NEW JERSEY
State
07202
Zip Code
2-15-19
Date of Statement

Progressive Casualty Insurance Company
Transferee's Name
Transferee's Signature
485 Route One South, Building A, Suite 400, Iselin, NJ, 08830
Transferee's Address

NOTARY ACKNOWLEDGEMENT

State New Jersey County Middlesex

Before me, a Notary Public in and for said county, personally appeared the above named Beabi Nanku who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal at South Plainfield this 15 day of February, 2019.
Allison R Stuhl
Signature

ALLISON R STUHL
Seal: NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50079444
MY COMMISSION EXPIRES APRIL 3, 2023

My commission expires: _____
(Month - Day - Year)

Pursuant to NJ Law: "Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."
(The NJMVC will only accept original, signed and notarized forms. Photocopies are not acceptable)

EXHIBIT F

Vehicle Valuation Report



Prepared For Progressive Group of Insurance Companies (800) 321-9843

Claim Information

Claim Number	Policy Number	Loss Type	Owner	
19-3910625-01		COLLISION	EDWARD KAMINSKI 109 CHURCH ST WOODBIDGE, NJ 07095 +1-732- 4769672	
Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
02/16/2019	02/18/2019	02/22/2019	1008674577	1

Vehicle Information

Year	Make	Model	Location	Mileage
2014	Hyundai	Sonata Limited 4 Door Sedan 2.4L 4 Cyl Gas A FWD	NJ 07095	65,425 miles
Ext Color	License	VIN	Title History	
		5NPEC4AC6EH910341	No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$11,729.44
Condition -	\$213.21
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00
Market Value =	\$11,516.23

Settlement Value:
\$11,779.18

Settlement Adjustments

Adjustments specific to your policy

(6.625%) Tax +	\$762.95
Deductible -	\$500.00
Settlement Value =	\$11,779.18

Loss Vehicle Detail

Loss vehicle: 2014 Hyundai Sonata | Limited 4 Door Sedan | 2.4L 4 Cyl Gas A FWD

Standard Equipment

Exterior

Body-colored front bumper	Body-Colored Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Body-Colored Rear Bumper w/Gray Rub Strip/Fascia Accent	Chrome door handles
Chrome grille	Chrome Side Windows Trim and Black Front Windshield Trim
Clearcoat paint	Compact Spare Tire Mounted Inside Under Cargo
Express Open/Close Sliding And Tilting Glass 1st Row Sunroof w/Sunshade	Fixed Rear Window w/Defroster
Front fog lamps	Front Windshield -inc: Sun Visor Strip
Fully Automatic Projector Beam Halogen Daytime Running Headlamps w/Delay-Off	Fully Galvanized Steel Panels
Light tinted glass	Perimeter/Approach Lights
Speed sensitive variable intermittent wipers	Steel spare wheel
Tires: P215/55R17	Trunk Rear Cargo Access
Wheels: 17 x 6.5J Aluminum Alloy	

Interior

2 12V DC Power Outlets	60-40 Folding Bench Front Facing Heated Fold Forward Seatback Leather Rear Seat
Air filtration	Bluetooth Wireless Phone Connectivity
Cargo Space Lights	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
Compass	Cruise control w/steering wheel controls
Day-Night Auto-Dimming Rearview Mirror	Delayed Accessory Power
Digital/Analog Display	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Driver foot rest	Dual Zone Front Automatic Air Conditioning
Fade-to-off interior lighting	FOB Controls -inc: Trunk/Hatch/Tailgate
Front Center Armrest w/Storage and Rear Center Armrest	Front Cupholder
Front map lights	Full Carpet Floor Covering
Full cloth headliner	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Heated Front Bucket Seats -inc: multi-adjustable bucket, seatback pockets, 8-way power driver's seat w/lumbar support and ventilated driver seat, Max, temperature can be reached by; leather seats - 25 minutes, seat cushion/seatback low setting 102 degrees Fahrenheit /115 degrees Fahrenheit or high setting 108 degrees Fahrenheit /126 degrees Fahrenheit	HomeLink Garage Door Transmitter
HVAC -inc: Underseat Ducts and Console Ducts	Illuminated locking glove box
Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins	Integrated Roof Antenna
Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Piano Black Door Panel Insert and Chrome Interior Accents	Leather Front Seats
Leather steering wheel	Leather/Piano Black Gear Shift Knob
Leatherette Door Trim Insert	Manual tilt/telescoping steering column

Manual Type Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints	Outside temp gauge
Perimeter alarm	Power 1st Row Windows w/Driver 1-Touch Up/Down
Power Door Locks w/Autolock Feature	Power Rear Windows
Proximity Key For Doors And Ignition	Radio w/Clock and Steering Wheel Controls
Radio: AM/FM/SiriusXM/CD/MP3 Audio System -inc: iPod/USB and auxiliary inputs, 7 Dimension speakers (2 front, 2 tweeters, 2 rear, subwoofer, and external amplifier - 360 watts), 8-inch color touchscreen and HD Radio technology w/multicasting	Rear cupholder
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button	Remote Releases -Inc: Power Trunk/Hatch and Power Fuel
Selective Service Internet Access	Systems Monitor
Tracker System	Trip computer
Valet Function	Wireless Streaming

Mechanical

150 amp alternator	18.5 Gal. Fuel Tank
2.73 axle ratio	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Brake Assist
4365# Gvwr	54-Amp/Hr Maintenance-Free Battery w/Run Down Protection
Electric Power-Assist Speed-Sensing Steering	Front And Rear Anti-Roll Bars
Front-wheel drive	Gas-pressurized shock absorbers
Multi-link rear suspension w/coil springs	Single stainless steel exhaust
Strut Front Suspension w/Coil Springs	

Safety

ABS And Driveline Traction Control	Airbag Occupancy Sensor
Blind Spot Sensor	Blue Link Emergency S.O.S
Curtain 1st And 2nd Row Airbags	Dual Stage Driver And Passenger Front Airbags
Dual Stage Driver And Passenger Seat-Mounted Side Airbags	Electronic stability control (ESC)
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners	Rear camera
Rear child safety locks	Side impact beams
Tire Specific Low Tire Pressure Warning	

Packages

TECHNOLOGY PACKAGE 05

-inc: Panoramic Tilt & Slide Front Sunroof, fixed rear glass roof and sunshade, HID Xenon Headlights, Radio: AM/FM/SiriusXM/CD/MP3 w/Navigation, iPod/USB and auxiliary inputs, 9 Infinity premium speakers (2 front, 2 tweeters, 4 rear w/coaxial mounted tweeters, subwoofer, and external Infinity amplifier - 400 watts), 8-inch color touchscreen display, and XM NavTraffic, XM NavWeather, XM sports and stock (90-day complimentary subscription), LED Taillights

Optional Equipment

CARPETED FLOOR MATS	WHEEL LOCKS
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*DIO/PIO = Dealer/Port Installed Options

Loss Vehicle Base Value

Loss vehicle: 2014 Hyundai Sonata | Limited 4 Door Sedan | 2.4L 4 Cyl Gas A FWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 61,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	70,389	11550	37 miles	\$10,690.00 Sold Price	\$12,177.23
2	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	46,694	07060	8 miles	\$13,550.00 List Price	\$11,513.80
3	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	64,400	11101	23 miles	\$11,390.00 List Price	\$11,857.39
4	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	78,422	07834	25 miles	\$11,000.00 List Price	\$10,883.93
5	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	46,552	07652	29 miles	\$12,751.00 List Price	\$10,872.03
6	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	62,907	11581	31 miles	\$12,387.00 List Price	\$11,534.81
7	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	27,992	07446	36 miles	\$13,880.00 List Price	\$11,024.84
8	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	32,649	08060	46 miles	\$15,496.00 List Price	\$12,659.75
9	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	70,714	19116	49 miles	\$11,995.00 List Price	\$12,794.36
10	2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4NORMAL GAS A 2WD	66,639	08088	54 miles	\$11,499.00 List Price	\$11,976.26
Base Value:						\$11,729.44

Loss Vehicle Adjustments

Loss vehicle: 2014 Hyundai Sonata | Limited 4 Door Sedan | 2.4L 4 Cyl Gas A FWD

Condition Adjustments

Condition Adjustment: -\$213.21

Overall Condition: 2.89-Good

Typical Vehicle Condition: 3.00

Category	Condition	Comments
Interior		
SEATS	3 Good	moderate wear, seats creased no permanent stains
GLASS	3 Good	
CARPET	3 Good	moderate wear no perm stains
DOORS/INTERIOR PANELS	3 Good	some perm marks and staining
DASH/CONSOLE	2 Fair	significant permanent stains
HEADLINER	3 Good	
Exterior		
BODY	Typical	unable to assess due to extensive damage
VINYL/CONVERTIBLE TOP	Typical	
PAINT	Typical	unable to assess due to extensive damage
TRIM	2 Fair	side mirror case damaged
Mechanical		
TRANSMISSION	3 Good	some buildup, no leaks
ENGINE	3 Good	some buildup, no leaks
Tire	2 Fair	based on tire thread measurements

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2014 Hyundai Sonata | Limited 4 Door Sedan | 2.4L 4 Cyl Gas A FWD

1		2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD			Sold Price: \$10,690.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
5NPEC4AC2EHXXXXXX		11/28/2018	11550	37 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
FRANCHISE SALE - J.D. POWER AND ASSOCIATES		Mileage	65,425	70,389	\$228.18
		Equipment			
		TECHNOLOGY PACKAGE 05	Yes	No	\$1,187.78
		CARPETED FLOOR MATS	Yes	No	\$49.49
		WHEEL LOCKS	Yes	No	\$21.78
		Total Adjustments:			\$1,487.23
		Adjusted Price:			\$12,177.23

2		2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD			List Price: \$13,550.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
5NPEC4AC9EH829740	EH829740	01/05/2019	07060	8 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM		Projected Sold Adjustment			-\$877.00
GLOBAL AUTO MALL		Mileage	65,425	46,694	-\$1,020.73
1099 RT. 22 WEST		Equipment			
NORTH PLAINFIELD NJ 07060		WHEEL LOCKS	Yes	No	\$25.81
908-757-4000		REMOTE START	No	Yes	-\$164.28
		Total Adjustments:			-\$2,036.20
		Adjusted Price:			\$11,513.80

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

Comparable Vehicle Option Details:

CARPETED FLOOR MATS, REMOTE START

3 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$11,390.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4ACXE825843	UC2344	12/15/2018	11101	23 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$740.00
NORTHSTAR MITSUBISHI	Mileage	65,425	64,400	-\$46.94
46-05 NORTHERN BLVD	Equipment			
QUEENS NY 11101	TECHNOLOGY PACKAGE 05	Yes	No	\$1,183.33
718-361-6299	CARPETED FLOOR MATS	Yes	No	\$49.31
	WHEEL LOCKS	Yes	No	\$21.69
	Total Adjustments:			\$467.39
	Adjusted Price:			\$11,857.39

4 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$11,000.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC8EH878945	QH878945	02/15/2019	07834	25 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING -	Projected Sold Adjustment			-\$712.00
BUILDSHEET - AUTOTRADER.COM	Mileage	65,425	78,422	\$574.97
TOWNE HYUNDAI	Equipment			
3170 STATE ROUTE 10	WHEEL LOCKS	Yes	No	\$20.96
DENVILLE NJ 07834	Total Adjustments:			-\$116.07
973-366-7777	Adjusted Price:			\$10,883.93

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

Comparable Vehicle Option Details:

CARPETED FLOOR MATS

5 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$12,751.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC1EH921361	KH050406A	02/14/2019	07652	29 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$825.00
HYUNDAI OF PARAMUS	Mileage	65,425	46,552	-\$967.84
234 EAST STATE RT 4	Equipment			
PARAMUS NJ 07652	WHEEL LOCKS	Yes	No	\$24.29
201-298-4839	REAR LIP SPOILER	No	Yes	-\$110.42
	Total Adjustments:			-\$1,878.97
	Adjusted Price:			\$10,872.03

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

Comparable Vehicle Option Details:

CARPETED FLOOR MATS, REAR LIP SPOILER

6 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$12,387.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC8EH930333	U6267A	02/04/2019	11581	31 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - VAST.COM	Projected Sold Adjustment			-\$804.00
SOUTH SHORE HYUNDAI	Mileage	65,425	62,907	-\$125.41
GREEN ACRES MALL, 360 SUNRISE HWY	Equipment			
VALLEY STREAM NY 11581	CARPETED FLOOR MATS	Yes	No	\$53.63
516-561-8770	WHEEL LOCKS	Yes	No	\$23.59
	Total Adjustments:			-\$852.19
	Adjusted Price:			\$11,534.81

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

7 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$13,880.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC5EH820033	MZK0231A	02/12/2019	07446	36 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$899.00
RAMSEY MAZDA	Mileage	65,425	27,992	-\$1,787.89
436 STATE RT 17	Equipment			
RAMSEY NJ 07446	REMOTE START	No	Yes	-\$168.27
201-825-4444				
			Total Adjustments:	-\$2,855.16
			Adjusted Price:	\$11,024.84

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

Comparable Vehicle Option Details:

CARPETED FLOOR MATS, WHEEL LOCKS, REMOTE START

8 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$15,496.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC6EH903650	C23911M	12/04/2018	08060	46 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$1,003.00
CARSENSE MT. HOLLY	Mileage	65,425	32,649	-\$1,792.99
1971 BURLINGTON-MOUNT HOLLY RD	Equipment			
MOUNT HOLLY NJ 08060	WHEEL LOCKS	Yes	No	\$29.52
855-383-0645	ALL-WEATHER FLOOR MATS	No	Yes	-\$69.78
			Total Adjustments:	-\$2,836.25
			Adjusted Price:	\$12,659.75

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE 05

Comparable Vehicle Option Details:

CARPETED FLOOR MATS, ALL-WEATHER FLOOR MATS

9 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$11,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4ACXE806029	806029	02/19/2019	19116	49 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$777.00
PAAUTOSALES.COM	Mileage	65,425	70,714	\$255.13
11600 ROOSEVELT BLVD	Equipment			
PHILADELPHIA PA 19116	TECHNOLOGY PACKAGE 05	Yes	No	\$1,246.44
215-330-0539	CARPETED FLOOR MATS	Yes	No	\$51.94
	WHEEL LOCKS	Yes	No	\$22.85
	Total Adjustments:			\$799.36
	Adjusted Price:			\$12,794.36

10 2014 HYUNDAI SONATA LIMITED 4D SDN 4 2.4 NORMAL GAS A2WD **List Price: \$11,499.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
5NPEC4AC9EH873981	M2446	02/19/2019	08088	54 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING -	Projected Sold Adjustment			-\$744.00
BUILDSHEET - CARS.COM	Mileage	65,425	66,639	\$56.14
JUST TRUCKS	Equipment			
221 COUNTY RD 530	TECHNOLOGY PACKAGE 05	Yes	No	\$1,195.00
SOUTHAMPTON TOWNSHIP NJ	WHEEL LOCKS	Yes	No	\$21.91
08088	ALL-WEATHER FLOOR MATS	No	Yes	-\$51.79
609-283-0764	Total Adjustments:			\$477.26
	Adjusted Price:			\$11,976.26

Comparable Vehicle Option Details:
 CARPETED FLOOR MATS, ALL-WEATHER FLOOR MATS

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2014 Hyundai Sonata Limited	4 Door Sedan 2.4L 4 Cyl Gas FWD	\$27,000.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Progressive Refused to Pay NJ Policyholders Full 'Actual Cash Value' of Totaled Cars, Class Action Says](#)
