

IMPORTANT INFORMATION FOR NEW JERSEY POLICYHOLDERS

(Please read this carefully!)

The New Jersey Department of Banking and Insurance has recently approved policy changes that affect your Personal Injury Protection Coverage (PIP). These changes affect the handling of Personal Injury Protection claims by us and Consolidated Service Group, Inc. (CSG) under your medical coverage. This applies for all policies in force as of **10/01/2013** and after. This effective date also applies to all active Personal Injury Protection claims that are currently open or reopened as of **10/01/2013** and after. These changes were made to provide additional explanation and clarity to policy benefits and requirements. These will affect benefits received when there is a claim made under your policy and certain responsibilities and requirements are created on your part and that of Medical, Service or Equipment Providers.

Following this Notice are two NJ PIP documents. The first is your new **Important Information -If You Are Injured In An Auto** notice form NJ PIP Introduction (08-13) and the second your new **Personal Injury Protection Coverage (Standard Personal Auto Policy) – NJ** form PP 05 77 08 13 policy endorsement or **Basic Personal Automobile Policy - New Jersey** BP-1 New Jersey (08-13). Please read these documents completely and carefully and keep them with your policy for reference in case there is auto accident injury or pending PIP claim.

To aid in the understanding of <u>significant</u> changes/additions in the **Important Information-If** You Are Injured In An Auto form the new sections are listed below in their Q&A format. This list is not an all-inclusive list of every change so you need to completely and carefully read the full document to gain all the valuable information and understand requirements that are there to enable your full Personal Injury Protection Coverage benefits.

- Question: What are the Vendors hours of operation?
- Answer: CSG Hours of Operation 7:00 AM to 7:00 PM EST Monday through Friday (excluding legal holidays)
- Question: What is the definition of days?

Answer: The definition of days is as follows: "Days" means calendar days unless specifically designated as business days.

- 1. A calendar and business day both end at the time of the close of business hours (7:00 PM EST Monday through Friday (excluding legal holidays).
- 2. In computing any period of time designated as either calendar or business days, the day from which the designated period of time begins to run shall not be included. The last day of a period of time

designated as calendar or business day is to be included unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the next day which is neither a Saturday, Sunday or legal holiday.

3. Example: Response to a properly submitted provider request is due back no later than 3 business days from the date CSG receives the submission. CSG receives an Attending Provider Treatment Plan Form by facsimile dated 1:00 PM EST on Wednesday February 6, 2013. Day one of the 3-business day period is Thursday, February 7, 2013. Since the 3rd day would be Saturday, February 9, 2013, CSG's decision is due no later than the close business Monday, February 11, 2013.

Consolidated Services Group, Inc. has a new mailing address CSG, Inc., 300 Metro Blvd., Suite 170, Hamilton, NJ 080619 please take note of this and provide it to any Medical or service provider if you have a pending claim. There is also a new web address listed URL <u>www.csg-inc.net/NJAuto/</u> that links to their informational web page where important information and forms can be viewed.

The second document in your package is the **Personal Injury Protection Coverage** (Standard Personal Auto Policy) – NJ form PP 05 77 08 13 policy endorsement or the Basic **Personal Automobile Policy - New Jersey** BP-1 New Jersey (08-13). The first section revised significantly to add clarification is under the PIP "LIMIT OF LIABILTY" letter C. relating to payments. This now reads:

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

Secondly listed are the revised "Reconsideration and Appeals Process" and the "Dispute Resolution Process" sections. These have important changes in the handling of situations when a power of attorney has been granted in the benefits payment process and there is a disagreement of coverage/benefits recoverable or medical and other services provided or to be provided.

RECONSIDERATION AND APPEALS PROCESS

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

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

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

DISPUTE RESOLUTION PROCESS

Any disputes not resolved under the Decision Point Review/"Pre-certification" or in the "Reconsideration and Appeals Process" may be submitted through the Dispute Resolution Process which is governed by regulations promulgated by the New Jersey Department of Banking and Insurance (N.J.A.C.11:3-5.6). However, prior to submitting such matter to dispute resolution, providers who are assigned service benefits by an "insured" or have a power of attorney from an "insured", shall be subject to our internal appeals process in accordance with New Jersey law or regulation. Unless emergent relief is sought, failure to utilize the "Reconsideration and Appeals Process" prior to filing arbitration or litigation will render any prior assignment of benefits null and void.

A forth section "Voluntary Networks" has been revised to include **ambulatory surgical facilities** into the meaning of "Voluntary Networks" and to clarify co-payments when "Voluntary Networks" providers are not used. This is the new section:

1. Voluntary Networks

Voluntary Networks means:

a. Upon receiving notification of "bodily Injury" covered under this Policy, we will make available to the "named Insured" and the treating "health care provider" information about our approved Voluntary Networks providers for certain types of testing, durable medical equipment, prescription drugs, services or ambulatory surgery facilities.

If an "**insured**" does not use a Voluntary Networks provider, we will impose a copayment not to exceed 30% of the eligible charges for "**medically necessary diagnostic tests**" durable medical equipment, prescriptions, services, or ambulatory surgery facilities.

Again please completely and carefully read the documents enclosed so that in the event of an accident injury or in the handling of pending claims you will be aware of the policy coverage requirements and the valuable information in the **Important Information - If You Are Injured In An Auto** notice form NJ PIP Introduction (08-13).

Thank you for being an AAA Mid-Atlantic Group policyholder.

NO COVERAGE IS PROVIDED IN THIS DOCUMENT. THIS DOCUMENT DOES NOT REPLACE ANY OF THE PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY, INCLUDING THE ENDORSEMENT, CAREFULLY FOR COMPLETE INFORMATION AS TO THE TERMS OF YOUR COVERAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS DOCUMENT, THE PROVISIONS OF THE POLICY, INCLUDING THE NJ PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT, SHALL PREVAIL.