

GARDEN STATE CLE LESSON PLAN

A 1.0 CLE CREDIT COURSE

**FREE DOWNLOAD
LESSON PLAN AND EVALUATION**

NEW JERSEY PIP ARBITRATION

WITH

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AND FEATURING

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Program Description

In almost every motor vehicle accident in New Jersey where someone is injured, the operator's Personal Injury Protection (PIP) insurance coverage is in play. This 1.0 credit CLE will teach you all about PIP coverage and how to effectively litigate a PIP arbitration on behalf of an injured client.

I. INTRODUCTION

II. HISTORY

III. NO FAULT AND PREMIUM COSTS

IV. AICRA-THE AUTOMOBILE INSURANCE COST REDUCTION ACT

- a. PIP Policy limits
- b. Maximizing PIP coverage (\$250,000.00) and purchasing additional coverage
- c. PLIGA and medical expenses exceeding the maximum limits

V. GENERAL AUTOMOBILE INSURANCE POLICY BENEFIT LIMITS AND THE STANDARD POLICY

VI. **'BASIC' COVERAGE LIMITS,
ADVANTAGES/DISADVANTAGES OF THE
STRIPPED DOWN POLICY AND STREET LEGALITY,
WEIGHED VS. RISK AND BENEFITS**

VII. **INCOME CONTINUATION AS A PART OF PIP
BENEFITS**

VIII. **DEATH BENEFITS MAXIMUM OF \$10,000.00**

IX. FUNERAL BENEFITS MAXIMUM OF \$2,000.00

X. 'SPECIAL POLICY' OF INSURANCE ("DOLLAR A DAY POLICY")

- a. Income requirements, must be Medicaid eligible
- b. Covers only emergency room expenses
- c. Up to \$250,000.00

XI. MOTORCYCLES ARE PIP INELIGIBLE, RIDE AT YOUR OWN RISK

XII. PIP AND A DOG BITE, ARE THEY COVERED?

- Was the victim entering or alighting from the vehicle?

XIII. ARE PICKUPS COVERED? VANS? WHAT IS A COMMERCIAL VEHICLE?

XIV. PIP REPRESENTATION AND COMPLEXITY

XV. PIP COVERAGE AND THE VERBAL THRESHOLD

- a. verbal threshold has six criteria
- b. pip has none except: “reasonable and medically necessary”

XVI. DISPUTES ARE RESOLVED BY THE DISPUTE RESOLUTION PROFESSIONALS

XVII. DRUNK DRIVING, ABROGATION OF A DRUNK DRIVER'S CAUSE OF ACTION AND THE CONTRAST OF PIP AVAILABILITY TO DRUNK DRIVERS

XVIII. ALLOCATION OF PIP MONEY TO UNPAID MEDICAL BILLS

- a. Medical insurance as primary PIP coverage

- b. PIP carrier payment of the remainder per fee schedule analysis

XIX. INITIATION OF THE PROCESS: PIP APPLICATION

XX. PAUCITY OF PIP'S \$250,000.00 LIMITS AND FEE SCHEDULES

**XXI. DOCTOR'S FEES ARE LIMITED TO THE FEE
SCHEDULE**

**XXII. DEPARTMENT OF BANKING AND INSURANCE
(DOBI)**

**ADMINISTERS PIP RESOLUTION PROCESS WITH
"FORTHRIGHT" AS THE DOBI CONTRACT
DELEGEE**

XXIII. THE PROCESS

- a. Patient initiation of a claim, typically
- b. Doctor's, under an assignment of benefits, can begin PIP claims
- c. Forthright website has the form for demand for arbitration at www.NJ-no-fault.com.
- d. Forthright assigns arbitrators
- e. Claims proceed to presentation to the arbitrator
- f. Appeals to the Superior Court are few and limited to three
specific circumstances (fraud, collusion, etc.)

XXIV. THE ARBITRATION

- a. Arbitrations are very informal proceedings conducted in the Arbitrator's office, the Rules of Evidence do not apply

- b. Written submissions and oral arguments are part of the process
- c. Medical reports considered for necessity of treatment issue
- d. Eligibility is determined:
residence, automobile ownership of patient,

- e. Cooperation of the insured
- f. Medical professional reviews by MRO's
- g. Reasonableness of bill and necessity of treatment
- h. Misrepresentation in application for the policy

XXV.CARE PATHS AND PIP ARBITRATION

XXVI. RESOURCES

- a. Craig and Pomeroy reference book
- b. Talk to the treating or examining DoctorS
- c. FORTHRIGHT'S Website for awards of other arbitrators

- d. Guidelines of various medical specialties

- e. CPT codes for billing services to resolve argument over proper code

- f. CLE resources

XXVII. **EMPHASIS ON FACT SENSITIVITY IN PIP
ARBITRATION**

**XXVIII. DIVERSITY IN QUALITY OF
REPRESENTATION**

XXIX. **DECISIONS, TIME, MANNER AND NATURE**