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NEW JERSEY
AUTO
INSURANCE
BUYER'S GUIDE



New Jersey
Department
of
Banking and
Insurance



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WHERE DO I START?

Car insurance is required in New Jersey. Whether you are buying a new insurance policy or renewing your current policy, you must make many decisions about what coverage you need and how much you can pay. The following guide outlines how to make choices that work for you. If you are currently a State Farm customer and want to make coverage changes, please complete and return the enclosed Coverage Selection form or contact your State Farm agent.

UNDERSTAND YOUR NEEDS. Do you rent or own your own home? Do you have assets to protect (including income from a job)? Will your own health insurance cover auto accident injuries? How much insurance coverage can you afford? These are some of the questions you should ask yourself before choosing a specific coverage plan.

UNDERSTAND YOUR OPTIONS. Use this guide to learn about the words and phrases used in auto policies. Know the many coverage options. Review the different benefits of each option.

UNDERSTAND CONSUMER PROTECTIONS. As a New Jersey auto insurance consumer, you have rights. You have a right to fair and equal treatment, and you have the right to get the information you need to make informed decisions.

- Agents, brokers and companies must inform you of your coverage options when applying for a new policy, or at any time upon your request if you are already insured. You have the right to know how each choice may affect what you pay and what your benefits would be in the event of an accident. You always have the right to ask about additional options.
- You can shop for auto insurance at any time – not just when your policy is up for renewal, and if you find a better price, you can cancel your old policy and seek a refund of your unused premium.
- You have the right to change your coverages and policy limits at any time, even if you are not near your renewal date. If you select options that save you money, you have a right to a refund of your unused premium within 60 days.

UNDERSTANDING YOUR POLICY

Types of Coverages

Insurance policies use terms that may be unfamiliar to the average driver. It is useful to understand what these terms mean so you can make better, more informed decisions about your coverage.

COVERAGES — Your auto insurance policy is divided into different coverages based on the type of claim that will be paid to you or others.

These **COVERAGES** are:

UNDERSTANDING YOUR POLICY

Types of Coverages continued

PERSONAL INJURY PROTECTION — Otherwise known as “**PIP**,” this is your medical coverage for injuries you (and others) suffer in an auto accident. PIP pays if you or other persons covered under your policy are injured in an auto accident. It is sometimes called “no-fault” coverage because it pays your own medical expenses *no matter who caused the auto accident*. PIP has two parts — (1) coverage for the cost of treatment you receive from hospitals, doctors and other medical providers and any medical equipment that may be needed to treat your injuries and (2) reimbursement for certain other expenses you may have because you are hurt, such as lost wages and the need to hire someone to take care of your home or family.

LIABILITY — This coverage pays others for damages from an auto accident that *you cause*. It also pays for a lawyer to defend you if you are sued for damages that *you cause*.

There are two kinds of liability coverage: **BODILY INJURY** and **PROPERTY DAMAGE**.

BODILY INJURY LIABILITY COVERAGE — Pays for claims and lawsuits by people who are injured or die as a result of an auto accident *you cause*. (See page 8 for lawsuit options). It compensates others for pain, suffering and economic damages, such as lost wages.

*This coverage is typically given as two separate dollar amounts: (1) an amount paid per individual and (2) an amount paid for total injuries to all people injured in any one accident that you cause. It can sometimes be purchased as a **combined single limit**, which offers a maximum limit of protection per accident of **bodily injury** and **property damage liability combined**.*

PROPERTY DAMAGE LIABILITY COVERAGE — Pays for claims and lawsuits by people whose property is damaged as a result of an auto accident *you cause*. (May also be purchased as a **combined single limit with bodily injury liability coverage**.)

UNINSURED MOTORIST COVERAGE — Pays you for property damage or bodily injury if you are in an auto accident *caused by an uninsured motorist*.

UNDERINSURED MOTORIST COVERAGE — Pays you for property damage or bodily injury if you are in an auto accident *caused by a driver who is insured, but who has less coverage than your underinsured motorist coverage*.

EXAMPLE OF UNDERINSURED MOTORIST COVERAGE

Jane purchases \$100,000 in liability coverage and \$100,000 in underinsured motorist coverage. Sam purchases only \$15,000 in liability coverage. Sam crashes his car into Jane’s car, causing \$25,000 in damages. Sam’s insurance company pays \$15,000 of the damages, while Jane’s insurance company pays the remaining \$10,000 from her underinsured motorist coverage.

UNDERSTANDING YOUR POLICY

Types of Coverages continued

COLLISION COVERAGE — Pays for damage to your vehicle as the result of a collision with another car or other object.

COMPREHENSIVE COVERAGE — Pays for damage to your vehicle that is not a result of a collision, such as theft of your car, vandalism, flooding, fire or a broken windshield. However, it will pay if you collide with an animal.

UNDERSTANDING YOUR POLICY

Standard and Basic Policies

There are two common types of auto insurance policies in New Jersey. They are referred to as **STANDARD** and **BASIC**. Both offer options as well.

STANDARD POLICY — The Standard Policy provides a number of different coverage options and the opportunity to buy additional protection. The Standard Policy is the type of policy chosen by most New Jersey drivers.

BASIC POLICY — The Basic Policy usually costs significantly less than a Standard Policy, but provides limited benefits. It is not for everyone, but it does provide enough coverage to meet the minimum insurance requirements of New Jersey law. The Basic Policy could be an option for those with few family responsibilities and few assets to protect (including income from a job).

SPECIAL POLICY FOR MEDICAID RECIPIENTS ONLY

The Special Policy is a new initiative to help make limited auto insurance coverage available to drivers who are eligible for Federal Medicaid with hospitalization. Such drivers can obtain a medical coverage-only policy at a cost of \$365 a year. For more information, ask your agent or company representative or call the Department of Banking and Insurance at 1-800-446-7467.

UNDERSTANDING YOUR OPTIONS

Standard and Basic Policies continued

The chart below compares the differences between the **STANDARD** and **BASIC** policies:

COVERAGE	STANDARD POLICY	BASIC POLICY
BODILY INJURY LIABILITY	<p>As low as: \$15,000 per person, \$30,000 per accident</p> <p>As high as: \$250,000 per person, \$500,000 per accident</p>	Coverage is <i>not</i> included, but \$10,000 for all persons, per accident, is available as an option
PROPERTY DAMAGE LIABILITY	<p>As low as: \$5,000 per accident</p> <p>As high as: \$100,000 or more</p>	\$5,000 per accident
PERSONAL INJURY PROTECTION	<p>As low as: \$15,000 per person or accident</p> <p>As high as: \$250,000 or more</p> <p>Up to \$250,000 for certain injuries* <i>regardless of selected limit</i></p>	<p>\$15,000 per person, per accident</p> <p>Up to \$250,000 for certain injuries*</p>
UNINSURED/UNDERINSURED MOTORIST COVERAGE	Coverage is available up to amounts selected for liability coverage	None
COLLISION	Available as an option	Available as an option (from some insurers)
COMPREHENSIVE	Available as an option	Available as an option (from some insurers)

*Permanent or significant brain injury, spinal cord injury or disfigurement or for medically necessary treatment of other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following an accident and until the patient is stable, no longer requires critical care and can be transferred to another facility in the judgment of the physician.

UNDERSTANDING YOUR POLICY

What are Limits and Deductibles?

LIMITS — The maximum dollar amount the insurer will pay following an auto accident. Limits vary with each coverage within the policy.

DEDUCTIBLES — Payments you have to make *before* the insurer pays. For example, a \$750 deductible means that you pay the first \$750 of each claim.

EXAMPLE

John has a car accident. His repair shop estimates the cost of repairs at \$2,000. John pays \$750 of the bill and his insurance company pays the remainder.

UNDERSTANDING YOUR OPTIONS

Personal Injury Protection (PIP)

Choosing a higher deductible may save you money on your premium.

DEDUCTIBLE OPTIONS — In addition to any savings you may realize from how much coverage you buy, deductibles also provide savings opportunities. Cost savings can be achieved by choosing higher deductibles. Thus, if you feel you need a high level of PIP coverage but want to reduce your premium, you can save money by agreeing to pay more out-of-pocket through a higher deductible if you are injured in an auto accident. Your insurer will pay the medical bills over the deductible amount you choose. No matter what deductible you choose, there is also a 20 percent co-payment for medical expenses between the deductible selected and \$5,000. That means you pay 20 percent, and your insurer pays 80 percent.

EXAMPLE

Sam and Jane each have an accident that results in \$10,000 of medical expenses. Sam chose the minimum \$250 deductible. He pays the \$250 deductible plus \$950 (20 percent of the \$4,750 that is left of the first \$5,000) and the insurer pays the remaining \$8,800. Jane chose the \$2,500 PIP deductible for a 25 percent reduction in the PIP premium. She pays the first \$2,500 as the deductible. She also pays \$500 (20 percent of the \$2,500 that is left of the first \$5,000) and the insurer pays the remaining \$7,000.

HEALTH CARE PRIMARY — Cost savings can also be achieved by using your own health insurance as a primary source of coverage in the case of injury related to an auto accident. Before selecting this option, you should find out if your health insurance will cover auto accident injuries and how much coverage is provided. **MEDICARE and MEDICAID cannot be used for the Health Care Primary option.**

UNDERSTANDING YOUR OPTIONS

Personal Injury Protection (PIP) continued

EXTRA PIP PACKAGE COVERAGE — These are additional benefit options provided under the **STANDARD POLICY**.

INCOME CONTINUATION — If you cannot work due to accident-related injuries, this coverage pays lost wages, less Temporary Disability Benefits you may receive if your disability prevents you from working, up to the amount you select.

ESSENTIAL SERVICES — Pays for necessary services that you normally do yourself, such as cleaning your house, mowing your lawn, shoveling snow or doing laundry, if you are injured in an auto accident.

DEATH BENEFIT — In the case of death, family members or estates will receive any benefits not already collected under the income continuation and essential services coverages.

FUNERAL EXPENSE BENEFIT — Pays for reasonable funeral expenses up to the limit you select if you die as a result of an auto accident.

UNDERSTANDING YOUR OPTIONS

Uninsured/Underinsured Motorist Coverage

UNINSURED MOTORIST COVERAGE — Pays you if you are in an auto accident caused by a driver who does not have the minimum level of insurance required by law. Claims that you would have made against the uninsured driver who caused the accident are paid by your own policy. *Uninsured motorist coverage **does not** pay benefits to the uninsured driver.*

UNDERINSURED MOTORIST COVERAGE — Pays you if you are in an auto accident caused by a driver who is insured, but who has less coverage than your underinsured motorist coverage. Damages greater than the limits of the other driver's policy are covered by your policy up to the difference between the limits of your underinsured motorist coverage and the other driver's policy limit.

If you choose the STANDARD POLICY:

*A minimum amount of **Uninsured/Underinsured Motorist Coverage** is required. You can purchase higher limits if you want more coverage.*

UNDERSTANDING YOUR OPTIONS

Comprehensive Coverage/Collision Coverage

COMPREHENSIVE (also known as **comp** or **other than collision**) and **COLLISION** coverage are not required by law, but may be required under the terms of an automobile leasing or financing contract.

Collision coverage pays you for damage that *you cause* to your automobile. You can also make a claim under your own collision coverage for damage to your car from an auto accident *you did not cause*. This may take less time than making a property damage liability claim against the driver who caused the auto accident. Your insurer then seeks reimbursement (subrogation) from the insurer of the driver who caused the auto accident.

Comprehensive coverage pays you if your automobile is stolen or for damage to your automobile caused by things not covered under collision coverage, such as vandalism, flooding, fire, a broken windshield or damage from an animal.

DEDUCTIBLE — The **STANDARD** deductible for comprehensive and collision coverage is \$750. Higher and lower deductibles are available as options. Higher deductibles can reduce your premium.

NAMED DRIVER EXCLUSION — Prevents certain drivers on your policy from being covered by collision and/or comprehensive coverage on a specific automobile. This can lower your premium, but if the excluded driver operates the automobile and is involved in an auto accident, you are not insured for collision and/or comprehensive coverage; which means you could be personally responsible.

If you choose the STANDARD POLICY:
Comprehensive and Collision Coverage are always available as *options* of the **STANDARD POLICY**.

If you choose the BASIC POLICY:
Insurers are not required to provide these options in the **BASIC POLICY**.

UNDERSTANDING YOUR OPTIONS

The Right to Sue

For the **STANDARD POLICY**, you must make a choice about the rights you will have if you are injured in an automobile accident. (The **BASIC POLICY** *includes* the **LIMITED RIGHT TO SUE** option.)

IMPORTANT

The choice you make affects how much your insurance will cost and what claims will be paid in the event of an accident.

The choice you make regarding your right to sue another driver applies to you, your spouse, children and other relatives living with you who are not covered under another automobile insurance policy.

The **UNLIMITED RIGHT TO SUE** and **LIMITED RIGHT TO SUE** options only cover lawsuits for “pain and suffering” or non-economic losses. Your medical expenses and some economic losses for injuries in auto accidents will be paid up to the limits of your PIP coverage and are not affected by the choice you make here.

UNLIMITED RIGHT TO SUE — Under the No Limitation on Lawsuit Option, you retain the right to sue the person who caused an auto accident for pain and suffering for *any* injury.

LIMITED RIGHT TO SUE — By choosing the Limitation on Lawsuit Option, you agree *not* to sue the person who caused an auto accident for your pain and suffering *unless* you sustain one of the permanent injuries listed below: (Choosing this option *does not* affect your ability to sue for economic damages such as medical expenses and lost wages.)

- loss of body part
- significant disfigurement or significant scarring
- a displaced fracture
- loss of a fetus
- permanent injury (Any injury shall be considered permanent when the body part or organ, or both, has not healed to function normally and will not heal to function normally with further medical treatment based on objective medical proof.)
- death



WARNING: Insurance companies or their producers or representatives shall not be held liable for your choice of lawsuit option (Limited Right to Sue or Unlimited Right to Sue) or for your choices regarding amounts and types of coverage. You cannot sue an insurance company or its producers or representatives if the Limited Right to Sue option is imposed by law because no choice was made on the coverage selection form. Insurers and their producers or representatives can lose this limitation on liability for failing to act in accordance with the law. See N.J.S.A. 17:28-1.9 for more information.

POLICY OPTIONS CHART

COVERAGES	Options That Cost Less	What Most Drivers Choose	Options That Cost More
LIABILITY – Bodily Injury and Property Damage	\$30,000; \$50,000; \$100,000	\$300,000	\$500,000
PERSONAL INJURY PROTECTION (PIP)			
Medical Expense Limit	\$15,000; \$50,000; \$75,000; \$150,000	\$250,000	Some insurers may offer more than \$250,000
Medical Deductible	\$500; \$1,000; \$2,000; \$2,500	\$250	---
Extra PIP Options: Income Continuation, Essential Services, Death Benefit and Funeral Expense Benefit	You can decline the Extra PIP Package	Most consumers choose the Extra PIP Package	Packages may be available in higher amounts
Health Insurer for PIP Option	Choose your own health insurer	Most consumers do not choose their own health insurer	---
UNINSURED/ UNDERINSURED MOTORIST COVERAGE	\$30,000; \$50,000; \$100,000	\$300,000	\$500,000
COLLISION COVERAGE DEDUCTIBLE	\$750; \$1,000; \$1,500; \$2,000	\$500	\$100; \$150; \$200; \$250
COMPREHENSIVE COVERAGE DEDUCTIBLE	\$750; \$1,000; \$1,500; \$2,000	\$500	\$50; \$100; \$150; \$250
LAWSUIT OPTION	---	Limitation on Lawsuit Option	No Limitation on Lawsuit Option

WHERE TO GET MORE INFORMATION AND HELP

This Buyer's Guide is intended to provide general information to help you make coverage choices. It is not a substitute for the policy language, which governs. Additional information regarding coverages or premiums is available from the insurer or producer. State Farm's toll-free number is 1-800-624-1815.

**Contact the Department of Banking and Insurance
on the web:
www.njdobi.org**

**by phone:
(609) 292-7272
or the Consumer Hotline at 1-800-446-7467**

**by mail at:
NJDOBI
P.O. Box 471
Trenton, NJ 08625-0471**

**or in person at:

NJ DOBI
20 West State Street
Trenton, NJ 08608**

AUTOMOBILE INSURANCE CONSUMER BILL OF RIGHTS

You have the right to purchase insurance:

You can never be denied auto insurance based on your gender, race, or ethnicity. In most circumstances, a company cannot refuse to sell you insurance based on where you live as long as you meet the company's acceptance criteria*.

If you are denied auto insurance coverage, the agent or company must state a reason. Common reasons include:

- You do not meet any of the company's acceptance criteria*.
- The insurer is a "membership company" that only covers certain categories of drivers.
- The Department of Banking and Insurance has permitted the insurer to stop writing new policies.

You have the right to cancel or change insurance:

You can shop for cheaper auto insurance at any time – not just when your policy is up for renewal. If you find a better price, you can cancel your old policy and seek a refund of your unused premium. However, never cancel your old policy until a new one is in effect. A lapse in coverage will result in higher rates in the future.

You have the right to change your coverages and policy limits at any time, even if you are not near your renewal date. If you select lower policy limits or cancel nonmandatory coverages to save money, you have a right to a refund of your unused premium within 60 days.

You have the right to choices:

Agents, brokers and companies must inform you of your coverage options when applying for a new policy, or at any time upon your request if you are already insured. You have the right to know how each choice may affect what you pay and what your benefits would be in the event of an accident. You always have the right to ask about additional options.

You have the right to a timely response:

You have the right to a timely response when seeking an appointment or application from an agent, broker or company. Appointments should be scheduled so that you can obtain coverage before your current policy expires. However, an application is usually not considered complete until the company has obtained all pertinent information, including a copy of the applicant's driving record from the [Motor Vehicle Commission](#) and verification of any previous coverage. Therefore, the overall application process can take up to two weeks. Make sure you give yourself enough time to shop for coverage.

AUTOMOBILE INSURANCE CONSUMER BILL OF RIGHTS *continued*

You have the right to the prompt and fair handling of claims:

You have the right to ask about any payments made to others by your company and charged to your policy. If you file a claim, it should be handled promptly and fairly. If a claim is denied, you must receive a written explanation for the denial.

You have the right to a notice of cancellation:

There are specific circumstances that allow an insurance company to cancel your policy during the policy period. This is referred to as a “mid-term cancellation.” This may only occur when fraud is discovered, when your driver’s license is suspended or when the policyholder fails to make premium payments. A 15-day warning notice must be sent before the policy is canceled.

You have the right to appeal:

If your coverage is canceled, you can file an appeal with the New Jersey Department of Banking and Insurance. Contact the Consumer Inquiry and Case Preparation Unit, P. O. Box 471, Trenton, NJ 08625-0471, call (609) 292-7272 or 1-800-446-7467, or visit online at www.state.nj.us/dobi/consumer.htm. The Department cannot guarantee that your policy will be reinstated, so you should not delay shopping for alternate coverage.

If a carrier denies you coverage and does not state a reason, or if you believe you have been treated unfairly, you can contact Consumer Protection Services.

You have the right to a notice of non-renewal:

Insurers can decline to renew coverage if you no longer meet any of the company’s acceptance criteria*. This can occur when a driver’s record includes “at-fault accident” or motor vehicle violations. Other reasons for nonrenewal of a policy include:

- The Department has, for regulatory reasons, permitted the company to non-renew policies.
- The insurer is using the 2-for-1 or the 2 percent rule. The 2-for-1 rule allows the insurer to non-renew one vehicle for every two new ones it writes in each territory. The 2 percent rule allows the insurer to non-renew up to 2 percent of policies in a territory experiencing heavy growth. Drivers subject to non-renewal do not have clean driving records or have a poor payment history. Insurers must state that they have invoked these rules on the non-renewal notice.

AUTOMOBILE INSURANCE CONSUMER BILL OF RIGHTS *continued*

A written non-renewal notice must be sent at least 60 calendar days prior to the expiration date of the existing policy.

Your obligations as a New Jersey driver:

New Jersey state law requires that any registered vehicle be covered by an insurance policy. Failure to maintain coverage can lead to higher prices for new policies, placement in the “assigned risk” pool, suspension or revocation of your driver’s license or registration and additional fines and penalties.

Maintaining your auto insurance coverage requires that you:

- Always make payments for your policy on time or a lapse in coverage may result. A driver who incurs a lapse will end up paying far more for coverage.
- Always provide any information your company seeks. Insurance companies have the right to seek information about all licensed drivers in the household.
- If you receive a nonrenewal notice, do not wait to shop for alternate coverage. Policies can be prepared in advance to become effective on a date several days or weeks after the application.

A driver who mails a renewal payment before the due date cannot lose coverage. However, insurers can charge the driver a late fee if the payment is postmarked on time, but arrives after the payment due date.

**** Acceptance criteria are the written standards by which a company accepts new business or renews existing business.***

Additional information concerning coverages and premiums is available by contacting your agent or State Farm. If you have any questions about your insurance policy, call your agent, or contact State Farm at our toll-free number: 1-800-624-1815.