



Buffalo/New Jersey Claims, PO BOX 9515  
Fredericksburg, VA 22403-9515

Date Loss Reported to GEICO:

Company Name:  
Claim Number:  
Loss Date:  
Policyholder:  
Policy Number:  
Driver:  
Injured Party:

Dear ,

Please read this letter carefully because it provides specific information concerning how a medical claim under Personal Injury Protection coverage will be handled, including specific requirements which you must follow in order to ensure payment for medically necessary, reasonably necessary and causally related treatment, tests, durable medical equipment and/or prescription drugs that an Insured/Eligible Injured Person may incur as a result of a covered automobile accident.

**INITIAL AND PERIODIC NOTIFICATION REQUIREMENT**

GEICO requires that the Insured/Eligible Injured Person advise and inform them about the injury and the claim as soon as possible after the accident and periodically thereafter. This may include the production of information regarding the facts of the accident, the nature and cause of the injury, the diagnosis and the anticipated course of treatment. If this information is not supplied as required, GEICO shall impose an additional co-payment as a penalty which shall be no greater than:

- a) Twenty five (25) percent when received thirty (30) or more days after the accident; or
- b) Fifty (50) percent when received sixty (60) or more days after the accident.

### **DECISION POINT REVIEW**

Pursuant to N.J.A.C. 11:3-4, the New Jersey Department of Banking and Insurance has published standard courses of treatment, Care Paths, for soft tissue injuries of the neck and back, collectively referred to as the Identified Injuries. The Care Paths provide that treatment be evaluated at certain intervals called Decision Points. On the Care Paths, Decision Points are represented by hexagonal boxes. At Decision Points the Insured/Eligible Injured Person or treating health care provider must provide us information about further treatment that is intended to be provided. This is called a Decision Point Review.

In addition, the administration of any diagnostic tests set forth in N.J.A.C. 11:3-4.5(b) is subject to Decision Point Review regardless of the diagnosis. The Care Paths and accompanying rules are available on the Department of Banking and Insurance's website at <http://www.nj.gov/dobi/aicrapg.htm> or by calling AUTO INJURY SOLUTIONS (AIS) at 800-818-7610. The Decision Point Review Plan is accessible by accessing URL: <http://www.geico.com/information/states/nj/>.

The Decision Point Review requirements do not apply to treatment or diagnostic tests administered in an emergency situation and/or during the first (10) days after the insured accident causing the injury; however, only medically necessary, causally related and reasonable treatment related to the motor vehicle accident will be reimbursed.

AIS Nurse Case Managers are available between 7:30 A.M. and 5:30 P.M. EST/EDT every business day, except Holidays. The AIS Customer Service Call Center Staff is available twenty-four (24) hours a day for the Insured/Eligible Injured Person or his designee if represented, and their health care provider, to call with any questions pertaining to the medical expense payment portion of the claim. Regular business hours are Monday through Friday 8:00 A.M. to 5:00 P.M. EST/EDT, excluding Federal or New Jersey State Holidays and any time when our offices are closed due to a declared state of emergency. All requests for pre-authorization received outside of regular business hours, on weekends, on Federal and/or New Jersey State Holidays and/or during a declared state of emergency will be considered to have been received on the next business day.

If the treating health care provider considers certain diagnostic testing to be medically necessary and causally related to the insured accident causing the injury, this also requires

Decision Point Review per N.J.A.C. 11:3-4, regardless of diagnosis. The Insured/Eligible Injured Person or treating health care provider must notify us by supplying legible written support establishing the need for the test before we can consider authorizing it. The list of diagnostic tests requiring prior authorization and a list of diagnostic tests which the law prohibits us from authorizing under any circumstances are shown below. If the Insured/Eligible Injured Person or treating health care provider fails to properly submit diagnostic testing requests for Decision Point Review or fails to properly submit clinically supported findings that support the treatment, diagnostic testing or durable medical equipment requested, payment of your bills may be subject to a penalty co-payment of fifty (50) percent, even if the services are later determined to be medically necessary and causally related to the insured accident causing the injury.

The following is a list of specific diagnostic tests subject to Decision Point Review:

- Brain Mapping
- Brain Audio Evoked Potentials (BAEP)
- Brain Evoked Potentials (BEP)
- Computer Assisted Tomograms (CT, CAT Scan)
- Dynatron/Cybex Station/Cybex Studies; and any range of muscle motion testing
- Video-fluoroscopy
- H-Reflex Studies
- Sonogram/Ultrasound
- Needle Electromyography (needle EMG)
- Nerve Conduction Velocity (NCV)
- Somatosensory Evoked Potential (SSEP)
- Magnetic Resonance Imaging (MRI)
- Electroencephalogram (EEG)
- Visual Evoked Potential (VEP)
- Thermogram/Thermography
- Any other diagnostic test that is subject to the requirements of Decision Point Review by New Jersey law or regulation.

Personal Injury Protection medical expense benefits coverage shall not provide reimbursement for the following diagnostic tests, under any circumstances, pursuant to N.J.A.C. 11:3-4.5:

- Spinal diagnostic ultrasound
- Iridology
- Reflexology

- Surrogate arm mentoring
- Surface electromyography (surface EMG)
- Mandibular tracking and stimulation
- Any other diagnostic test that is determined by New Jersey law or regulation to be ineligible for Person Injury Protection coverage.

Additional information regarding the submission of any Decision Point Review request is set forth further herein.

### **MANDATORY PRECERTIFICATION**

If the Insured/Eligible Injured Person does not have an Identified Injury, we require that the Insured/Eligible Injured Person or their health care provider request Precertification for the services, treatments and procedures outlined in Appendix A which includes, but is not limited to: diagnostic test(s), durable medical equipment, prescription medication, or otherwise potentially covered medical expense benefits. The Insured/Eligible Injured Person or their health care provider must request Precertification by providing us with reasonable prior notice of the anticipated services, treatments and procedures as outlined above, as well as the appropriate clinically supported findings to facilitate timely approval. When appropriate, the health care provider may submit a comprehensive treatment plan for Precertification.

Precertification will not apply to treatment or diagnostic tests administered during emergency care or during the first ten (10) days after the accident causing the injury; however, only medically reasonable and necessary treatment and/or testing which is related to the motor vehicle accident will be reimbursed.

Additional information about the submission of any request for Mandatory Precertification is set forth further herein.

### **VOLUNTARY PRECERTIFICATION**

Health care providers are encouraged to participate in a Voluntary Precertification process by providing AIS with a comprehensive treatment plan for both identified and other injuries.

Having an approved comprehensive treatment plan means that as long as treatment is consistent with the agreed upon comprehensive treatment plan, additional notification to AIS at Decision Points and for treatment, diagnostic testing, or durable medical equipment requiring Precertification is not required.

Additional information about the submission of any Voluntary Precertification request is set forth further herein.

## **THE SUBMISSION OF DECISION POINT REVIEW, MANDATORY PRECERTIFICATION AND/OR VOLUNTARY PRECERTIFICATION REQUESTS**

We will review properly submitted requests for treatment and/or testing within three (3) business days after we receive them. Proof of receipt by AIS must be provided by the submitting party at the insurer's request. In order for us to determine if additional treatment or the administration of a test is both medically reasonable and necessary, as well as related to injuries sustained in the accident, the treating health care provider or the Insured/Eligible Injured Person must provide us with reasonable prior notice, as set forth herein, together with appropriate, legible, clinically supported findings which establish the anticipated treatment or test is medically reasonable, necessary and related to the accident. In order to submit a Decision Point Review and/or a Mandatory or Voluntary Precertification request, your treating provider must submit a completed Attending Provider Treatment Plan (AFTP) form along with clinically supported findings that support the treatment, diagnostic test, durable medical equipment or prescription medication requested. A copy of the AFTP form can be found on the New Jersey Department of Banking and Insurance's website at [www.nj.gov/dobi/aicrapg.htm](http://www.nj.gov/dobi/aicrapg.htm) or on AIS' website at [www.autoinjurysolutions.com](http://www.autoinjurysolutions.com).

A properly submitted AFTP form must be completed in its entirety and faxed directly to AIS at 866-257-2323. It must include the Insured/Eligible Injured Person's full name and birth date, the claim number, the date of the accident, diagnoses/ICD-9 codes(s), each CPT code requested including frequency, duration, signature of the requesting physician and date of signature.

Additionally, properly submitted requests for Decision Point Review and Precertification must include legible, clinically supported findings that support the treatment, diagnostic test or durable medical equipment requested. Clinically supported findings supplied to AIS must not only be legible but also establish that a health care provider, prior to selecting, performing or ordering the administration of a treatment, diagnostic testing or durable medical equipment, has:

- Personally examined the patient to ensure that the proper medical indications exist to justify ordering the treatment, diagnostic testing or durable medical equipment;
- Physically examined the patient, including making an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications and physical tests;
- Considered the results of any and all previously performed tests that related to the injury and which are relevant to the proposed treatment, diagnostic testing or durable

medical equipment; and

- Recorded and documented these observations, positive and negative findings and conclusions on the patient's medical records.

We will review a fully completed and properly submitted request for treatment and/or testing within three (3) business days after receiving the request. Following our review, we have the option to:

- a. Recommend authorization of reimbursement for the treatment, test, durable medical equipment and/or prescription medication; or
- b. Recommend denial of reimbursement for the treatment, test, durable medical equipment, prescription medication where the information submitted is incomplete and/or fails to provide clinically supported findings to establish medical necessity; or
- c. Recommend modification/partial certification of reimbursement for the treatment, test, durable medical equipment, prescription medication where the information submitted is incomplete and/or fails to provide clinically supported findings to establish medical necessity for the treatment plan requested; or
- d. Request additional documentation from the attending providers when the submitted documentation is illegible; or
- e. Schedule a mental or physical examination of the Insured/Eligible Injured Person where the notice and supporting materials are insufficient to authorize, deny, or modify reimbursement or further treatment, test, durable medical equipment or prescription medication; or
- f. Advise you that the Decision Point Review/Precertification request cannot be processed as the request is incomplete due to the lack of, or an incomplete, APTP which is mandated to be submitted with every Decision Point Review/Precertification request as per New Jersey Department of Banking and Insurance Order A040143. A submitted APTP is considered to be incomplete if it lacks information that is vital to determine medical necessity. A submitted APTP must be signed by the treating provider of the proper specialty and dated.

Our approval of requests for treatment and/or testing will be based exclusively on medical necessity, as determined by using standards of good practice and standard professional treatment protocols, including, but not limited to, the medical protocols adopted in N.J.A.C. 11:3-4 recognized by the Commissioner of Banking and Insurance. Our final determination of the medical necessity of any disputed issues shall be made by a physician or dentist as appropriate for the injury and treatment contemplated.

When an improperly submitted and/or incomplete request is received, AIS will inform the treating health care provider of what additional medical documentation or information is required. An administrative denial for failure to provide required medical documentation will be issued and will remain in effect until all requested information needed to properly process a review to determine medical necessity regarding the requested treatment, diagnostic testing and/or durable medical equipment is received. Our determination will be provided within three (3) business days following receipt of the additional required documentation or information. If we fail to notify the Insured/Eligible Injured Person or treating health care provider of our determination within three (3) business days following receipt of the additional required documentation or information, you may continue with the test or treatment until our final determination is communicated to your treating health care provider. However, only medically necessary treatment related to the motor vehicle accident will be reimbursed.

Approved treatment, diagnostic testing and durable medical equipment is only approved for the range of dates noted in the determination letter. If the Insured/Eligible Injured Person and/or treating health care provider fail to follow the Decision Point Review/Precertification procedures identified in this document, any approved treatment, diagnostic testing and/or durable medical equipment completed after the authorization period (last date in the range of dates indicated in the authorization notice letter) expires will be subject to a penalty co-payment of fifty (50) percent, even if the services are determined to be reasonable, medically necessary and causally related to the motor vehicle accident injury.

### **INDEPENDENT MEDICAL EXAMINATIONS (IME)**

If we request a Physical or Mental Examination:

- a. The appointment will be scheduled within seven (7) calendar days of our receipt of the notice of additional treatment or tests, unless the Insured/Eligible Injured Person agrees to extend the time period;
- b. The mental or physical examination will be conducted by a provider in the same discipline as the treating health care provider;
- c. The examination will be conducted at a location reasonably convenient to the Insured/Eligible Injured Person. If unable to attend the examination, the Eligible Injured Person must notify AIS at 800-818-7610 at least three (3) business days before the examination date. Failure to comply with this requirement will result in an unexcused failure to attend a scheduled IME.
  - Failure of the Insured/Eligible Injured Person to attend a scheduled IME without proper notice to AIS shall constitute an unexcused failure to attend a

scheduled IME. The burden is on the Insured/Eligible Injured Person to prove that proper notice was provided.

- Failure of an Insured/Eligible Injured Person to attend a scheduled IME will be considered excused if the Insured/Eligible Injured Person notifies AIS at least three (3) days prior to the IME date and reschedules the IME for a date, not to exceed thirty-five (35) calendar days from the date of the original IME.
- d. The Insured/Eligible Injured person must, if requested, provide medical records, diagnostic imaging films, test results and other pertinent information to the examining provider conducting the examination. In addition, the Insured/Eligible Injured Person may be requested to bring prescribed electro stimulation devices and/or supports/braces to the examination. The requested records must be provided no later than the time of the examination. Failure to comply with this requirement will result in an unexcused failure to attend the examination.
- e. The Insured/Eligible Injured Person must supply proper identification at the examination. A photo ID is required. Failure to supply the proper identification may constitute an incomplete IME until the proper documents are obtained. If the Insured/Eligible Injured Person is non-English speaking, then an English speaking interpreter must accompany the Insured/Eligible Injured Person to the examination. No interpreter fees or costs will be compensable. Failure to comply with this requirement will result in an unexcused failure to attend the examination.
- f. Examinations will be scheduled to occur within thirty-five (35) calendar days of the receipt of the request for additional treatment/test or service in question.
- If an Insured/Eligible Injured Person has an excused failure to attend a scheduled IME and does not reschedule the IME within thirty-five (35) calendar days of the original IME date, the failure to attend the original IME will be unexcused.

Examinations scheduled to occur beyond thirty-five (35) calendar days of the receipt of the request of additional treatment/test or service in question, must be attended. Failure to attend an examination scheduled to occur more than thirty-five (35) calendar days after receipt of the request will be considered an unexcused absence.

- g. If the Insured/Eligible Injured Person has two or more unexcused failures to attend the scheduled examination, of the same specialty, notification will be sent to the Insured/Eligible Injured Person, his designee, if noted and all health care providers providing treatment for the diagnosis (and related diagnoses) contained in the APTP form. The notification will place the parties on notice that all future treatment, diagnostic testing, durable medical equipment or prescription medication required for the diagnosis (and related diagnoses) contained in the APTP form will not be reimbursable as a consequence for failure to comply with



the Plan. Except for surgery, procedures performed in ambulatory surgical centers, and invasive dental procedures, treatment that is medically reasonable, necessary and related to injuries from the motor vehicle accident in question, may proceed while the examination is being scheduled and until the results become available. However, only medically necessary treatment related to the motor vehicle accident will be reimbursed. If the examining provider prepares a written report concerning the examination, the Insured/Eligible Injured Person, or his designee, shall be entitled to a copy of the report upon request.

Examples of the injured person's unexcused failures to attend the examination may include but are not limited to one of the following:

- Failure to provide the medical records and/or diagnostic films before or on the day of examination;
- Failure to reschedule the examination with three (3) or more business days' notice;
- Failure to present valid photo identification or any form of identification at the time of the examination;
- Failure to be accompanied by an English interpreter if the Insured/Eligible Injured Party is non-English speaking;
- Failure to present for any of the examination appointments for any reason;
- Failure to attend an examination scheduled to occur beyond thirty-five (35) calendar days of the receipt of the request of additional treatment/test or service in question;
- Failure to cooperate fully with the examining physician.

We will attempt to notify the health care provider and the Insured/Eligible Injured Person, or his designee, of our decision to recommend authorization or denial of reimbursement for the treatment or test as promptly as possible, but no later than three (3) business days following the examination. Any recommendation of denial for reimbursement of further treatment or tests will be based on the determination of a physician or dentist.

### **VOLUNTARY NETWORKS**

AIS has established networks of pre-approved vendors that can be recommended for the provision of certain services, diagnostic tests, durable medical equipment and/or prescription medication. Insured/Eligible Injured persons are encouraged, but not required, to obtain certain services, diagnostic tests, durable medical equipment and/or prescription medication from one of the pre-approved vendors. If they use a pre-approved vendor from one of these networks for medically necessary, causally related and reasonable goods or services, they will be fully reimbursed for those goods and services consistent with the policy and any applicable fee schedules. If they use a vendor that is not part of these pre-approved

networks, reimbursement will be provided for medically necessary, causally related and reasonable goods or services but only up to seventy (70) percent of the lesser of the following: (1) the charge or fee provided for in N.J.A.C. 11:3-29.4, or (2) the non-network vendor's usual, customary and reasonable charge or fee.

The availability of voluntary networks does not waive the requirement for Decision Point Review and Precertification of goods and/or services. For information regarding available network facilities, the Insured/Eligible Injured Person, his designee, and/or treating health care provider may contact AIS at 1-800-818-7610.

The plan includes voluntary networks for:

- MRI
- CAT Scan
- Somatosensory Evoked Potential (SSEP)
- Visual Evoked Potential (VEP)
- Brain Audio Evoked Potential (BAEP)
- Brain Evoked Potential (BEP)
- Nerve Conduction Velocity (NCV)
- H-Reflex Study
- Electroencephalogram (EEG)
- Needle Electromyography (Needle EMG)
- Video-fluoroscopy and durable medical equipment and prescription medication costing more than fifty dollars (\$50).
- An exception from the network applies for any of the electro-diagnostic tests listed in N.J.A.C. 11:3-4.5(b) 1-3 when done in conjunction with the needle EMG performed by the treating provider.

## **PPO NETWORKS**

These networks include providers in all specialties, hospitals, outpatient facilities, and urgent care centers throughout the entire State of New Jersey. Upon request, the Nurse Case Manager can provide the Insured/Eligible Injured Person with a current PPO network list. The use of these networks is strictly voluntary and the choice of health care provider is always made by the Insured/Eligible Injured Person. The PPO networks are provided as a service to the Insured/Eligible Injured Person. A penalty co-payment will not be applied if you choose to select a health care provider outside of the available preferred provider networks.

## **PENALTY/CO-PAYMENTS AND THE DECISION POINT REVIEW PROCESS**

If a request for Decision Point Review or Precertification is not submitted as required, or if clinically supported findings that support the request are not supplied, payment of your bills will be subject to a penalty co-payment of fifty (50) percent even if the services are determined to be medically necessary, causally related and reasonable. This co-payment is in addition to any deductible or co-payment under the Personal Injury Protection coverage.

If you do not utilize a network provider/facility to obtain those services, tests or equipment listed in the voluntary utilization review program section set forth above, payment for those services rendered will result in a co-payment of thirty (30) percent (in addition to any deductible or co-payment that applies under the policy) for medically necessary, causally related and reasonable treatment, diagnostic tests and durable medical equipment. Keep in mind that treatment which is not medically necessary, causally related and/or reasonable is not reimbursable under the terms of the policy. Any penalty reduction shall be applied prior to any other deductible or co-payment requirement.

The additional co-payment of fifty (50) percent for failure to pre-certify treatment will not apply if we have received the required notice, supporting medical documentation, and have failed to respond within three (3) business days to authorize or deny reimbursement of further treatment or tests. Our failure to respond within three business days will allow a health care provider to continue treatment until we provide the required notice.

For the purposes of the penalty/co-payments noted above and deductibles, the order of application will be applied consistently in the following manner:

1. Penalty Co-payments (If applicable)
2. Insured Deductible
3. Insured Co-payment

### **ASSIGNMENT OF BENEFITS**

Assignment of an Insured's/ Eligible Injured Person's rights to receive benefits for medically necessary, causally related and reasonable treatment, durable medical equipment, tests or other services is prohibited except to licensed health care providers who must agree to:

- a. Fully Comply with GEICO's Decision Point Review Plan, including Precertification requirements,
- b. Comply with the terms and conditions of GEICO's Automobile Insurance Policy,
- c. Provide complete and legible medical records or other pertinent information when requested by us,
- d. Utilize the "Internal Appeals Process" which shall be a condition precedent to the filing of a demand for Alternative Dispute Resolution for any issue related to bill

- payment, bill processing, Decision Point Review Request or Precertification requests,
- e. Submit disputes to Alternative Dispute Resolution pursuant to N.J.A.C. 11:3-5,
  - f. Submit to statements and/or Examinations Under Oath as often as deemed reasonable and necessary.

Failure by the health care provider to comply with all the foregoing requirements will render any prior Assignment of Benefits null and void. Should the health care provider accept direct payment of benefits, the health care provider is required to hold harmless the Insured/Eligible Injured Person and GEICO for any reduction of payment for services caused by the health care provider's failure to comply with the terms of the Insured's policy and this Decision Point Review Plan. Should the assignee choose to retain an attorney to handle the Internal Appeals Process, they do so at their own expense.

### **INTERNAL APPEAL PROCESS – FIRST LEVEL APPEAL**

If a health care provider disagrees with our determination related to Decision Point Review, Precertification or payment of medical expenses, the health care provider must submit an internal appeal for reconsideration of the decision. Consistent with the terms of the Decision Point Review plan and the Assignment of Benefits provision, a provider proceeding under an Assignment of Benefits must utilize the Internal Appeals Process which shall be a condition precedent to the filing of a demand of Alternative Dispute Resolution for any issue related to bill payment, bill processing, Decision Point Review or Precertification request. All appeals for reconsideration of a Decision Point Review or Precertification medical determination must include not only the basis for the appeal but also the medical criteria to support the dispute of a medical determination. All appeals for reconsideration must be submitted no later than ten (10) calendar days from the date of the adverse determination. The Insured/Eligible Injured Person and/or health care providers may be requested to submit additional documentation in order to complete the internal review.

Submission of information identical to the initial documentation submitted in support of the initial request shall not be accepted as an appeal request. Requests for reconsideration must be submitted in writing to AIS via certified mail/return receipt requested or via courier that provides proof of delivery to AIS within ten (10) calendar days from the date of the adverse determination to: AUTO INJURY SOLUTIONS, P.O. Box 5038, Woodbridge, NJ 07095; or via fax to 866-257-2323 within ten (10) calendar days from the date of the adverse determination. Proof of receipt by AIS must be provided by the disputing party at GEICO's request.

A final decision will be communicated to the Insured/Eligible Injured Person and the treating health care provider within fourteen (14) business days after the receipt of the properly submitted appeal and/or receipt of any supporting documentation we may request or within three (3) business days after the Independent Medical Exam, if warranted, whichever is later.

### **INTERNAL APPEAL PROCESS – SECOND LEVEL APPEAL**

If a health care provider still disagrees with the first appeal response as it relates to Decision Point Review, Precertification or payment of medical expenses, the health care provider must submit a second internal appeal for reconsideration of the decision. Requests for reconsideration must be submitted in writing to AIS via certified mail/return receipt requested or via courier that provides proof of delivery to AIS within ten (10) calendar days from the date of the adverse determination to: AUTO INJURY SOLUTIONS, P.O. Box 5038, Woodbridge, NJ 07095; or via fax to 866-257-2323 within ten (10) calendar days from the date of the adverse determination. Proof of receipt by AIS must be provided by the disputing party at GEICO's request.

A final decision will be communicated to the Insured/Eligible Injured Person and the treating health care provider within fourteen (14) business days after the receipt of the properly submitted appeal and/or receipt of any supporting documentation we may request or within three (3) business days after the Independent Medical Examination, if warranted, whichever is later.

If the Insured/Eligible Injured Person and/or health care provider retains counsel to represent them during the appeal process, they do so strictly at their own expense. No counsel fees or costs incurred during the appeal process shall be compensable. No more than two (2) appeal requests will be considered.

### **ALTERNATIVE DISPUTE RESOLUTION**

If there is a dispute as to any issue arising under this Decision Point Review/Precertification Plan, or in connection with any claim for Personal Injury Protection benefits, a request for the resolution of that dispute may be made by the Insured/Eligible Injured Person, GEICO, or a treating health care provider who has a valid Assignment of Benefits from the Insured or Insured/Eligible Injured Person. The request for dispute resolution may also include a request by any of these parties for review by a Medical Review Organization.

If we, GEICO, and/or any person seeking Personal Injury Protection benefits, do not agree as to the recovery of such benefits, or with any decision made or arising pursuant to this Decision Point Review/Precertification Plan, then the matter is required and can only be

resolved by a dispute resolution organization pursuant to New Jersey law rather than in the Superior Court of New Jersey. A health care provider is required to have fully complied with all aspects of this Decision Point Review/Precertification Plan, including but not limited to having fully complied with the Internal Appeal Process, prior to filing any claim or action in dispute resolution.

#### APPENDIX A

- a. Non-emergency inpatient and outpatient hospital care, including the facility where the services will be rendered and any provider services associated with these services and/or care
- b. Non-emergency surgical procedures performed in a hospital, freestanding surgical center, hospital outpatient surgical facility, office, etc., and any provider services associated with the surgical procedure.
- c. Extended Care Rehabilitation Facilities
- d. Outpatient care for soft-tissue/disc injuries of the person's neck, back and related structures not included within the diagnoses covered by the Care Paths
- e. Physical, Occupational, Speech, Cognitive, Rehabilitation or other restorative therapy or therapeutic or body part manipulation including manipulation under anesthesia except those provided for as Identified Injuries in accordance with Decision Point Review
- f. Non-emergency inpatient and outpatient psychological/psychiatric services/treatment and testing including biofeedback
- g. All pain management services except as provided for Identified Injuries in accordance with Decision Point Review
- h. Home Health Care
- i. Non-Emergency Dental Restorations
- j. Temporomandibular disorder; any oral facial syndrome
- k. Infusion Therapy
- l. Bone scans
- m. Vax-D/DRX type devices
- n. Acupuncture
- o. Durable medical equipment (including orthotics or prosthetics) with a cost or monthly rental in excess of fifty (50) dollars or rental in excess of thirty (30) days
- p. Brain Mapping other than provided under Decision Point Review
- q. Transportation Services costing more than fifty (50) dollars
- r. Prescription medication costing more than fifty (50) dollars
- s. Any procedure that uses an unspecified CPT; CDT; /DSM IV; HCPCS code

- t. Computerized Muscle Testing
- u. CAT Scan with Myelogram
- v. Discogram
- w. Current perceptual testing
- x. Temperature gradient studies
- y. Work hardening
- z. Carpal Tunnel Syndrome
- aa. Podiatry
- bb. Audiology
- cc. 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 in excess of fifty (50) dollars or rental in excess of thirty (30) days, including but not limited to:
  - a. Vehicles
  - b. Modifications to vehicles
  - c. Durable goods
  - d. Furnishings
  - e. Improvements or modifications to real or personal property
  - f. Fixtures
  - g. Spa/gym memberships
  - h. Recreational activities and trips
  - i. Leisure activities and trips
  - j. Nutritional services

Sincerely,

Rachel Ringel, Examiner Code HT02  
1-800-841-3000  
Claims Department

**GEICO  
PERSONAL INJURY PROTECTION BENEFITS  
CONDITIONAL ASSIGNMENT OF BENEFITS**

**Policy Number:** \_\_\_\_\_ **Claim Number:** \_\_\_\_\_  
**Patient's Name:** \_\_\_\_\_ **Provider's Name:** \_\_\_\_\_

I authorize and request Government Employees Insurance Company, GEICO General Insurance Company, GEICO Indemnity Company, GEICO Casualty Company collectively referred to as "GEICO" to pay directly to the above-named medical provider, the amount due to me under the terms of the above-referenced policy as a result of medical care rendered by that medical provider and all medical staff associated with the provider's office.

\_\_\_\_\_ Date \_\_\_\_\_  
Patient's Signature or Parent/Legal Guardian

I have read the information contained in the GEICO informational letter concerning the Decision Point Review Plan, Decision Point Review and Precertification requirements (collectively, "**Plan**") and, as a condition precedent to GEICO's acceptance of this assignment, I agree for myself, and on behalf of all medical staff associated with my office, to the following:

1. I (We) have fully complied and will comply with all the requirements of the **Plan**.
2. I (We) have complied and will comply with the terms and conditions of the GEICO policy.
3. I (We) will initiate all Precertification review and Decision Point Review requests as required by the **Plan**.
4. I (We) will submit disputes as defined in the **Plan** to the Internal Appeals Process set forth therein. After final determination, I (we) will submit disputes not resolved by the Internal Dispute Resolution process to the Personal Injury Protection dispute resolution process set forth in N.J.A.C. 11:3-5.
5. I (We) will submit all disputes not subject to the Internal Appeals Process to the Personal Injury Protection Alternative Dispute Resolution Process set forth in N.J.A.C. 11:3-5.
6. I (We) will submit complete and legible medical records with clinically supported findings to support the diagnosis, causal relationship to the accident, and care plan.
7. I (We) will comply with a request to (i) submit to an examination under oath, and (ii) provide GEICO with any other pertinent information/documentation that it requests.
8. In the event that I (we) fail to comply with paragraphs one (1) through (7) above, and such failure results in the imposition of a co-payment penalty, I (we) will hold the patient harmless for such co-payment penalty insofar as I (we) will not seek payment from the patient for any unpaid portion of the medical services arising from such co-payment penalty.

I (we) agree that this assignment is the only valid Assignment of Benefits. I (we) agree that this Assignment of Benefits may require GEICO's written consent. I (we) agree that GEICO has the right to reject, terminate or revoke this Assignment of Benefits.

\_\_\_\_\_ Date: \_\_\_\_\_  
Provider's Signature

\_\_\_\_\_ TIN Number: \_\_\_\_\_  
Provider's Name (Please Print)

Provider's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties." N.J.S. 17:33A-6.**