

**Automobile Accident Treatment, Arbitration and Litigation Statement:**

You have been injured in an automobile accident and if you have retained an attorney to represent you in litigation against the party or parties that were responsible for your injuries you should consult him regarding your obligations to anyone other than your attorney's office. You are obligated to report your accident to your insurance company in a timely manner.

The Automobile Reform Act, which regulates the automobile accident injury process, allows litigation and compensation for injuries that are permanent in nature. To be considered permanent in nature the extent of the injuries has to be such that they have a permanent impact on your life and activities of daily living. You are asked to complete an Activities of Daily Living Question Sheet and a Complaint Assessment for each complaint on your initial visit to this office indicating the activities you are unable to perform as a result of your injuries. You are again asked to complete this form when you are given your Re-examinations and Final Permanency examination. It is important that you do not exaggerate or put down restrictions that are not accurate in nature. You should think about the questions carefully and only answer those questions that pertain to your activities. If you did not and do not perform certain of these activities before the accident and injury, then leave it blank. If you did not attempt to do certain of these activities after the accident and injury, then state that you did not attempt the activity by writing a \* in the box and writing not attempted in the box at the bottom of the page. The answers to this questionnaire will be used along with your examination findings, subjective complaints, Pain Indexes, results of testing and other consulting physician's reports, to determine the extent of your permanency.

In order to decide Permanency, your doctor will have to sign a Permanency Statement, which is required by law. He will not exaggerate, amplify or make any statements that he feels are untrue. The extent of the permanency will be based on the actual presence of limitations that are felt to be life-long and the result of the injuries sustained in the automobile accident.

In computing permanency, the doctor must be sure that the patient has made every attempt to obtain the necessary treatment to obtain the greatest results possible. The patient must have followed the doctor's recommendations completely and reached Maximum Improvement with care. The treatment time must be enough to render the most improvement possible. The doctor will have to attest to this on the Permanency Statement. The permanency is based on the AMA Guidelines for Permanency

**The AMA Guidelines for Permanency Prognosis:**

The A.M.A. Guides to the Evaluation of Permanent Impairment or Maximum Improvement define impairments as conditions that interfere with an individual's Outcome Assessments and "activities of daily living", some of which are listed in the Guides' Glossary on page 315 of that book. Per the patient's own statements, daily activities must be limited to the degree listed in the "Activities of Daily Living" Section, which correlate with the Range of Motion, Orthopedic, Neurological, and the other clinical findings described in corresponding sections of the Guide.

**Permanency Statement:**

Based upon my professional expertise, and the findings in your narrative report, including reference to clinical objective findings and/or objective medical tests, if it is my opinion that within a reasonable degree of medical probability you have sustained a permanent injury that will have permanent residual sequelae and if it is my further opinion that within a reasonable degree of medical probability, that although further treatment in the future may alleviate some symptomatology, the permanent residuals of the injury cannot be completely resolved by way of further medical treatment or intervention and there will always be some aspect of residual permanent injury experienced for the balance of my patient's lifetime, I will certify the permanency of the patient's condition.

Since the responsibility for your Health is the Most important of the doctor's responsibilities, and the successful litigation is based on your attorney's use of the physician's Narrative Report and the doctor's interpretation of your condition's permanency, it is your responsibility to do all in your power to assist him or her in this process from the initial visit to the final examination. You must comply and follow the recommendations.

**Independent Chiropractic Examination and or Paper Peer Review:**

At some point in your treatment your insurance company will conclude via a Peer Paper Review and or an Independent Chiropractic Examination, that you have reached maximum improvement with treatment or they will give the opinion that you have no further need for Chiropractic Care.

If your insurance company sends you a letter to appear for an Independent Chiropractic Examination, you must appear and undergo this examination. If you receive a letter of any nature you should show it to the doctor. When you go to this examination you should not exaggerate your condition, nor should you make untrue statements. You should relate your initial condition and the current status of your condition and indicate whether you have improved and continue to improve with treatment. Exaggerating Statements that are made as well as statements that the treatment did not help you when in fact it did will not help your litigation nor will it help you to receive approval for further care. Just be truthful!

If the Independent examination report is not a fair and accurate assessment of your condition and if it contains untrue statements, which many times it does, you should continue to receive treatment until both you and your treating physician concur that you are in fact as well as you will get. You should also write a letter to your insurance carrier and

the pre-certification company, which initiated the independent examination and refute the statements you feel to be incorrect or untrue. Send a copy of the letter to your attorney and a copy to this office.

The payment of fees for treatment received after being CUT-OFF by an Independent Chiropractic Examination or a Paper/Peer Review and Non-Certification of a treatment plan, is based on an Arbitration Action, which this office will initiate on your behalf. An arbitration action is only successful if the patient has followed the doctor's advise and in fact was in need of further care.

If the arbitration is not successful the doctor will not receive payment for his services and he is not permitted to seek payment from the patient's health insurance or the patient. He will be treating you without payment.

**OFFICE POLICY REGARDING PIP ASSIGNMENT**

Our office is pleased to accept your insurance assignment, as soon as the responsible party verifies your exact coverage. We will file your claim forms and assist you in any way that we can. However, it must be fully understood that the Contract is between you and your insurance company, and you are fully responsible for the amount that is not paid by your insurance company.

The privilege of Insurance assignment begins when our office receives your insurance forms and your insurance is "Qualified" for coverage. You are considered a cash patient until our office "qualifies" your coverage to determine the extent of benefits under your policy.

I have been made aware of the New Jersey No Fault Insurance Act and realize that I am responsible for payment of a deductible of \$250.00 or more, whichever my policy provisions provide for and a co-payment of 20% of the approved treatment fees with a maximum per visit fee of \$90.00 I am aware that this fee does not pertain to x-rays, examinations or testing, which are regulated by separate fee maximums as per the fee schedule. In consideration of the courtesy afforded to me by this office I acknowledge that if I retain an attorney the deductible and co-insurance fees as well as any fees associated with making copies of files and preparation of any Narrative reports or court testimony fees will be paid from the proceeds of any settlement obtained due to the legal action at the time funds are dispersed. In the event that there is no legal action or the legal action is not successful I hereby agree to personally make payment of all the above fees not to exceed the maximum provided for by the NJ PIP Statutes and regulations.

Lastly, it is the goal of this office to provide you with the finest quality Chiropractic care available. If you have any questions with regard to your health care, or any of our policies, please let us know. We look forward to your referrals and to a doctor-patient relationship that works for our mutual benefit.

By my signature, I agree with the above terms and conditions as outlined.

I have read the above statement, understand it and agree to co-operate with this office in every way **possible**.

\_\_\_\_\_  
**Patient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

**Initial Report of Findings-Auto**

The patient was given a report of findings and was appraised of the extent of the condition and the diagnosis. The definition of sprain and strain type injuries was given to the patient and an understanding of them was acknowledged by the patient. An explanation was given of chiropractic treatment, physical therapy modalities that will be used and purpose for their use. Alternative treatments were discussed with the patient and the patient stated that Chiropractic was the treatment of choice. The patient's examination findings and x-rays were reviewed, and their findings made known to the patient and discussed. The re-examination procedure was explained to the patient as was the phases of care and what comprise them. The patient was informed of all office policy concerning our fees for the services being rendered, payment of fees, insurance submissions, their responsibilities and appointment scheduling procedures. The patient was asked if there were any un-answered questions and there were none. All general measures associated with the patient's condition have been reviewed and potential risks have been described and the patient acknowledges their understanding. The patient has been appraised of the options that the Auto Reform Act Protocols afford. The patient feels treatment is reasonable and medically necessary as does the treating physician and choose to receive Chiropractic treatment.

\_\_\_\_\_  
Signature

/ /  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Patient Name

THIS IS A REQUIREMENT OF N.J.A.C. 11:16, AS OF June 1, 1986

NOTICE TO CONSUMERS

VERIFICATION REQUIRED WITH BILLS TO BE REIMBURSED

No one may ask you to pay for any materials or health services furnished in conjunction with a claim unless they give you a certification verifying that the materials or health services were necessary and were provided. The certification must be included in or attached to their bill.

CERTIFICATION:

I HAVE READ THE ATTACHED REPORT AND BILL FOR HEALTH SERVICES AND/OR MATERIALS RENDERED TO \_\_\_\_\_

I DECLARE THAT THESE TREATMENTS, SERVICES OR MATERIALS RENDERED OR PROVIDED ME WERE REASONABLE AND NECESSARY, AND WERE IN FACT, FURNISHED AND PROVIDED ON THE DATES SET FORTH.

I UNDERSTAND THAT ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

I FURTHER UNDERSTAND THAT THE FURNISHING OF THIS VERIFICATION IS A CONDITION PRECEDENT TO EITHER PAYMENT BY THE INSURER OR RECOURSE AGAINST THE INSURED PERSON, WHO, OR FOR WHOM THE SERVICES, TREATMENT OR MATERIALS WERE RENDERED OR SUPPLIED.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

\_\_\_\_\_  
PRINT NAME                      DATE                      SIGNATURE

Claim # \_\_\_\_\_ Date of First Treatment \_\_\_\_\_

### What is No Fault Auto Insurance?

- **No fault auto insurance/Personal Injury Protection (PIP)** in New Jersey was enacted to enable people injured in automobile accidents to have treatment for injuries related to automobile accidents without regard to who is at fault in the accident and without having to depend on their health insurance or their own funds.
- The rates you pay for Personal Injury Protection insurance do not increase due to your using the insurance to pay for treatment or accident related bills.

### How it works:

There are several different situations and there are rules that differ in each as well as rules that are similar or the same.

### Case Number 1:

You own the car that is in the accident, you are in the car, you are the insured and you have injuries.

- Your insurance company pays your medical bills.

### Case Number 2:

You own the car and your passenger has no car and no automobile insurance and does not live in your house nor do they live in a household with anyone that owns a car or has automobile insurance.

- Your passenger completes a notarized Affidavit of No Insurance.
- Your PIP insurance pays the medical bills for this person.

### Case Number 3:

You own the car and your passenger owns a car and has automobile insurance.

- The passenger's insurance company pays the medical bills for your passenger.

### Case Number 4:

You own the car and your passenger lives in a household with someone that owns a car and or has automobile insurance.

- The insurance company of the member of the household that the passenger lives with pays the medical bills.

### Case Number 5 Pedestrian Accidents:

1. You are a pedestrian and are struck by an automobile and you have automobile insurance and a car.
  - Your automobile insurance company pays your medical bills.
2. You are a pedestrian and you are struck by an automobile and you live in a household with someone that has a car and or automobile insurance.
  - The member of your household's insurance pays your medical bills.
3. You are a pedestrian and you are struck by an automobile and you do not have a car or automobile insurance and no one in your household has a car or automobile insurance.
  - You complete a notarized Affidavit of No Insurance and submit the medical bills to New Jersey Property-Liability Insurance Guarantee Association (NJPLIGA). They pay these bills.

### Health Insurance As Primary

You have the option of choosing your health insurance as the primary coverage for your automobile insurance PIP.

- If you choose your health insurance company to be your primary insurance for your automobile PIP portion of your automobile insurance policy you will be subjected to any deductible, co-payment or any non covered treatment.
- You are also subject to any deductible and co-payment that your automobile insurance policy may have.
- If your health insurance does not cover the treatment performed, you will have to meet the deductible and co-payments of your automobile insurance policy PIP provisions.
- The choice of health insurance as primary for PIP coverage can be very costly if you are involved in an automobile accident and receive injuries that require treatment.
- You may be responsible for as much as \$5,000.00 to \$6,000.00 and given the cost of hospital emergency room treatment, a trip to the ER as a result of an automobile accident can cost as much as \$5,000.00 to \$6,000.00.

### Deductible and Co-Payments:

- No Fault Personal Injury Insurance Policies contain clauses that mandate by law the payment of **deductibles and co-payments**.
- Deductibles and Co-Payments **cannot be waived** as this would be considered insurance fraud and **punishable by a fine and or imprisonment**.

### Deductible:

- The deductible is the part of the medical bill that you are responsible to pay to the provider of treatment before your automobile insurance will begin to pay for treatment bills.
- The policyholder chooses the amount of the deductibles. They can range from \$250.00 to as high as \$5,000.00.

### Co-Payments:

- This is the difference between the approved fee schedule fee and the amount that the automobile insurance company pays.

- This fee represents 20% of the total approved fee.

**Automobile Accident Injury-Fees for Treatment:**

Fees for treatment of injuries incurred in an automobile accident are governed by a Fee Schedule, which is created by the New Jersey Department of Banking and Insurance.

- After the deductible has been met the insurance company will begin to pay for your treatment based on the fee schedule fee, which is approved for the service you receive.
- The payment will be 80% or the approved fee.
- At the point where your \$250.00 co-payment out of pocket reaches \$1,250.00 or a total of \$5,000.00 of bills for treatment, the insurance company will begin to pay the fees for treatment at 100% of the fee schedule.
- If your deductible is more than \$250.00 your out of pocket will be based on the deductible plus 20% of the fees to the level of \$5,000.00 then 100% payment will be made.
- Deductible and co-payments can be submitted to your health insurance company along with the Explanation of Benefits from your automobile insurance company. The health insurance company will pay these based on the provisions of the health insurance policy.

**Payment of Deductible and Co-payments:**

We will submit your bills to your insurance company and when receive the explanation of benefits we will give you a statement reflecting the amount you owe this office.

**We have a number of options available to you for payment of Deductibles and Co-Payments as follows:**

- We will bill your Medical Insurance after the automobile insurance makes payments and will bill you for any balance due after they respond.
- We will give you a statement periodically so that you can remain aware of your obligation and we will send a copy to your attorney as well.

**Please Initial the method you choose to satisfy your Deductible and Co-payment obligation:**

- You can pay the deductible and Co-payment amounts each time we receive the Explanation Of Benefits from your automobile insurance company. \_\_\_\_\_ Initial
- You can make payments of \$ \_\_\_\_\_ towards the deductible and co-payments on a weekly or monthly basis. \_\_\_\_\_ Initial
- You can defer the payment until your litigation is settled and the attorney can pay us from your settlement. If you choose this option we will need you to obtain a Letter of Protection from your attorney. \_\_\_\_\_ Initial

**IN THE EVENT THAT YOU DO NOT PREVAIL IN YOUR LITIGATION YOU MUST BE AWARE THAT YOU ARE STILL RESPONSIBLE TO PAY THIS OFFICE ANY DEDUCTIBLE AND CO-PAYMENTS THAT ARE DUE UP TO A MAXIMUM OF \$1,250.00 with conventional \$250.00 deductible and 20% co-payments up to \$5,000.00. Other policy provisions could raise this amount depending on the deductible you have chosen and the Primary Coverage you chose.**  
I have read the above and fully understand the rules for automobile insurance payment of injuries sustained in an automobile accident.

\_\_\_\_\_

Print Your Name

Signature

Date