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OF COUNSEL

George B. Henkel

June 24, 2016

Deputy Clerk of the Superior Court
Administration Building - Third Floor
1 Kennedy Square, P.O. Box 2633
New Brunswick, New Jersey 08903-2633

**RE: Seamon v. State Farm, et al.**
**Docket No. MID-L-3172-14**

Dear Clerk:

Enclosed please find an original Notice of Motion with regard to the above matter returnable on July 22, 2016 together with an original proposed Order. Please charge our Attorney Collateral Account #140977 the $50 filing fee for this motion. Please note that I am not providing you with a return envelope for any Order as I assume the Order will be posted electronically pursuant to the procedures utilized in Middlesex County.

Please be advised that this motion should be assigned to Judge Paley, since this application relates to an Order entered by Judge Paley on June 3, 2016.

Very truly yours,

THOMAS W. MATTHEWS

TWM/oac
Enclosures
cc: Honorable Phillip L. Paley, J.S.C.
Cathleen J. Christie, Esq.

THOMAS W. MATTHEWS, 016171975
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Attorneys for Defendant, State Farm Indemnity Company (Improperly pleaded as State Farm Insurance Company)

| | |
|---|---|
| SHARON SEAMON, | : SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MIDDLESEX COUNTY |
| Plaintiff, | : DOCKET NO. MID-L-3172-14 |
| vs. | : |
| STATE FARM INSURANCE COMPANY, JOHN DOES 1-4, ABC CORPORATIONS 1-4, | : |
| Defendants. | : |

**CIVIL ACTION - NOTICE OF MOTION**

TO: Cathleen J. Christie, Esq.
Clark Law Firm
811 Sixteenth Street
Belmar, New Jersey 07719
Attorney for Plaintiff

COUNSEL:

PLEASE TAKE NOTICE that on July 22, 2016, the undersigned, attorney for the defendant, State Farm Indemnity Company, will move before the Superior Court, Law Division, Middlesex County, for an Order molding the judgment entered on June 13, 2016.

In support of this motion the undersigned will rely solely on the annexed certification and waives oral argument pursuant to R.1:6-2.

Please be advised that there has been no date set for arbitration, pre-trial conference, calendar call or daily call in

the above matter. The discovery end date was July 27, 2015.

Dated: June 24, 2016 THOMAS W. MATTHEWS

I hereby certify that the original of this motion has been filed with the Middlesex County Clerk and a copy was served on the attorneys for all parties listed above by regular mail on June 24, 2016.

Dated: June 24, 2016 THOMAS W. MATTHEWS

**CERTIFICATION**

I, THOMAS W. MATTHEWS, hereby certify as follows:

1. I am an attorney at law of the State of New Jersey, of the law firm of Soriano, Henkel, Biehl and Matthews, and as such I am responsible for the representation of the defendant, State Farm Indemnity Company, in the above matter.

2. Plaintiff filed this lawsuit on May 6, 2014 alleging entitlement to underinsured motorist benefits from her insurance company, State Farm Indemnity Company, as a result of injuries sustained in a motor vehicle accident which occurred on June 23, 2012. After discovery was complete, this matter proceeded to trial. On March 24, 2014, a jury rendered a verdict awarding compensatory damages to the plaintiff in the amount of $375,000.

3. Subsequent to the jury verdict counsel for the plaintiff submitted to the Court a proposed Order for Final Judgment. On behalf of State Farm I objected to the entry of the Order submitted, and provided the Court with a separate proposed Order.

Without conducting a hearing with respect to the form of Order, on June 13, 2016 the Honorable Phillip Lewis Paley, J.S.C. entered the Order for Judgment submitted by counsel for the plaintiff. A copy of that Order is attached hereto as Exhibit A.

4. It is undisputed between the parties that the plaintiff was entitled to assert a claim for underinsured motorist benefits against her insurance company. It is undisputed that at the time of the accident the State Farm policy included UIM limits in the amount of $100,000. It is undisputed that State Farm was entitled to a credit of $15,000 for the insurance coverage available to the other driver involved in the accident.

5. By letter dated April 26, 2016 I forwarded to counsel for the plaintiff a draft from State Farm Indemnity Company in the amount of $85,000.00 payable to Sharon Seamon and counsel for the plaintiff, as the uncontested amount due to the plaintiff as a result of the jury verdict.

it is contested

6. This is an application by State Farm to mold the jury verdict to conform with the terms of the policy of insurance issued by State Farm, to reflect the payment due to the plaintiff pursuant to the policy language. A copy of the UM/UIM portion of the State Farm policy is attached hereto as Exhibit B.

I hereby 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.

Dated: June 24, 2016

THOMAS W. MATTHEWS

# EXHIBIT A

Clark Law Firm, PC
Gerald H. Clark, Esq. - #048281997
Cynthia P. Liebling, Esq. - #002701985
811 Sixteenth Avenue
Belmar, NJ 07719
(732) 443-0333
(732) 894-9647 fax
*Attorneys for Plaintiffs*

FILED
JUN 13 2016
Hon. Phillip Lewis Paley

| | |
|---|---|
| SHARON SEAMON;<br><br>PLAINTIFF(S)<br><br>vs.<br><br>STATE FARM INSURANCE COMPANY; JOHN DOES 1 - 4; ABC CORPORATIONS 1 - 4<br><br>DEFENDANT(S) | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION -MIDDLESEX COUNTY<br><br>Docket No.: MID-L-3172-14<br><br>Civil Action<br><br>ORDER OF JUDGEMENT |

THIS MATTER having come before the Court by way of jury trial beginning on March 23, 2016 before the Honorable Philip L. Paley, J.S.C., Cynthia P. Liebling, Esq. of the Clark Law Firm, P.C., attorneys for the Plaintiff, and James G. Gelenitis, Esq., of Soriano, Henkel, Biehl & Matthews, counsel for Defendants, State Farm Insurance Company, appearing, and the jury having rendered their compensatory damages verdict on March 24, 2016 in the total amount of $375,000, and $15,000 having been paid under the primary policy of the tortfeasor and it appearing that the complaint was filed on May 6, 2014, and for good cause being shown;

IT IS on this 13th day of June, 2016,

ORDERED, that judgment be and hereby is entered in favor of plaintiff Sharon Seamon, and against defendants, State Farm Insurance Company in the amount of $360,000.00 (Three Hundred Sixty Thousand Dollars 00/100) which includes pre-judgment and post-judgment interest according to Rule 4:42-11, calculated as follows:

| | | |
|---|---|---|
| May 6, 2014-December 31, 2014 (239 days) | @2.25%= | $ 5,303.41 |
| January 1, 2015-December 31, 2015- (365 days) | @2.25%= | $ 8,100.00 |
| January 1, 2016- April 15, 2016 - (105 days) | @2.25%= | $ 2,329.95 |
| Total Pre and Post Judgment Interest Through April 15, 2016: | | $ 15,733.36 |
| Plus Total Gross Award | = | $ 360,000.00 |
| Total Judgement as to State Farm Insurance Company: | = | $375,733.36* |

AND IT IS FURTHER ORDERED that final judgment be and hereby is entered in favor of plaintiff and against defendant, State Farm Insurance Company in the amount of $375,733.36*, and;

AND IT IS FURTHER ORDERED that the parties are free to make any appropriate post-trial motions including motions to mold the verdict or amend the judgment provided for under the Rules of Court, and;

IT IS FURTHER ORDERED that a copy of this Order shall be served on all counsel within 10 days hereof.

* Daily post-judgment interest as to State Farm Insurance Company for 2016 at 2.25% is $22.19 This amount shall be added to the total and entered by the Clerk of the Court as requested by counsel for plaintiff, Sharon Seamon.

Honorable Philip L. Paley, J.S.C.

Order of Judgement.wpd

# EXHIBIT B

insurance which applies to the accident as excess coverage; and

(2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the ***State Farm Companies*** also applies as excess coverage for the same accident,

then, subject to 2. above, ***we*** will pay the proportion of ***medical expenses*** and funeral expenses payable as excess that ***our*** applicable limit bears to the sum of ***our*** applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

(1) more than one vehicle policy issued to ***you*** or any ***resident relative*** by the ***State Farm Companies*** provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and

(2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the ***State Farm Companies*** also applies as excess coverage for the same accident,

then the ***State Farm Companies*** will pay the proportion of ***medical expenses*** and funeral expenses payable as excess that the maximum amount that may be paid by the ***State Farm Companies*** as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

**Our Payment Options**

***We*** may, at ***our*** option, make payment to one or more of the following:

1. The ***insured***;
2. The ***insured's*** surviving husband, wife, or partner in a civil union considered valid under New Jersey law;
3. A parent or guardian of the ***insured***, if the ***insured*** is a minor or an incompetent ***person***;
4. A ***person*** authorized by law to receive such payment; or
5. Any ***person*** or organization that provides the ***medical services*** or funeral services.

## UNINSURED AND UNDERINSURED MOTORIST COVERAGE

This policy provides Uninsured and Underinsured Motorist Coverage for the vehicles for which "U" is shown under "SYMBOLS" on the Declarations Page.

**Additional Definitions**

***Insured***:

1. When the ***bodily injury*** or ***property damage*** arises out of the ownership, operation, maintenance or use of an ***uninsured motor vehicle***, ***insured*** means:

   a. ***you***;

   b. ***resident relatives***;

   c. any other ***person*** while ***occupying***:

   (1) ***your car***;

   (2) a ***newly acquired car***; or

   (3) a ***temporary substitute car***.

   Such vehicle must be used within the scope of ***your*** consent. Such other ***person occupying*** a vehicle used to carry ***persons*** for a charge is not an ***insured***; and

   d. any ***person*** entitled to recover compensatory damages as a result of ***bodily injury*** to an ***insured*** as defined in a., b., or c. above.

2. When the ***bodily injury*** or ***property damage*** arises out of the ownership, operation,

maintenance or use of an ***underinsured motor vehicle***, ***insured*** means:

a. ***you***;

b. ***resident relatives*** who are neither listed as a named insured on any other personal automobile policy nor a husband, wife, or partner in a civil union considered valid under New Jersey law of such a named insured; and

c. any ***person*** entitled to recover damages because of ***bodily injury*** to an ***insured*** under a. or b. above.

***Property Damage*** means damage to or destruction of:

1. ***your car***;
2. a ***newly acquired car***;
3. property owned by:
   a. ***you*** or any ***resident relative*** while in:
      (1) ***your car***;
      (2) a ***newly acquired car***;
      (3) a ***temporary substitute car***; or
      (4) a land motor vehicle operated by ***you***; or
   b. any other ***insured*** while in ***your car*** or a ***newly acquired car***.

***Uninsured Motor Vehicle*** means a land motor vehicle:

1. the ownership, operation, maintenance, or use of which is:
   a. not insured or bonded for bodily injury and property damage liability at the time of the accident; or
   b. insured or bonded for bodily injury and property damage liability at the time of the accident; but the insuring company:
      (1) denies that its policy provides liability coverage for compensatory damages that result from the accident;
      (2) is or becomes insolvent; or
      (3) has been taken under the control of the Commissioner of the New Jersey Department of Banking and Insurance for the purpose of liquidation.
   c. insured by a Special Automobile Insurance Policy issued in accordance with N.J.S.A. 39:6A-3.3 and N.J.A.C. 11:3-2A.
2. the owner and driver of which remain unknown, which causes ***bodily injury*** to the ***insured***; and:
   a. which strikes the ***insured*** or the vehicle the ***insured*** is ***occupying***; or
   b. if the accident takes place in New Jersey, which does not strike the ***insured*** or the vehicle the ***insured*** is ***occupying***.

***Uninsured Motor Vehicle*** does not include:

1. an ***underinsured motor vehicle***;
2. a land motor vehicle:
   a. ***owned by***, rented to, or furnished or available for the regular use of ***you***, any ***resident relative***, or any resident of ***your*** household;
   b. ***owned by***, rented to, or operated by a self-insurer under any motor vehicle financial responsibility law, any motor carrier law, or any similar law;
   c. ***owned by*** or rented to any government or any of its political subdivisions or agencies;
   d. designed for use primarily off public roads except while on public roads;
   e. while located for use as a residence or stationary structure;
   f. insured by a basic automobile policy issued in accordance with N.J.S.A. 39:6A-3.1 and N.J.A.C. 11:3-3, whether or not that policy includes the optional bodily injury liability coverage; or
   g. operated by a ***person*** who is provided insurance by a:

(1) standard automobile policy issued in accordance with N.J.S.A. 39:6A-3 and N.J.S.A. 39:6A-4; or

(2) basic automobile policy issued in accordance with N.J.S.A. 39:6A-3.1 and N.J.A.C. 11:3-3, whether or not that policy includes the optional bodily injury liability coverage.

***Underinsured Motor Vehicle*** means:

1. a land motor vehicle:
   a. the ownership, operation, maintenance, or use of which is either:
      (1) insured or bonded for bodily injury and property damage liability at the time of the accident; or
      (2) self-insured under any motor vehicle financial responsibility law, any motor carrier law, or any similar law; and
   b. for which the total limits of insurance and self-insurance for bodily injury and property damage liability from all sources:
      (1) are less than Uninsured and Underinsured Motorist Coverage limits of this policy; or
      (2) have been reduced by payments to ***persons*** other than ***you*** and ***resident relatives*** to less than the Uninsured and Underinsured Motorist Coverage limits of this policy; or
2. a land motor vehicle insured by a basic automobile policy issued in accordance with N.J.S.A. 39:6A-3.1 and N.J.A.C. 11:3-3, whether or not that policy includes the optional bodily injury liability coverage.

***Underinsured Motor Vehicle*** does not include an ***uninsured motor vehicle***.

**Insuring Agreement**

***We*** will pay compensatory damages for ***bodily injury*** or ***property damage*** an ***insured*** is legally entitled to recover from the owner or driver of an ***uninsured motor vehicle*** or an ***underinsured motor vehicle***. The ***bodily injury*** or ***property damage*** must be caused by an accident that involves the ownership, operation, maintenance, or use of an ***uninsured motor vehicle*** or an ***underinsured motor vehicle*** as a motor vehicle. The ***bodily injury*** must be sustained by an ***insured***.

**Notice of Tentative Settlement**

1. The ***insured*** shall:
   a. notify ***us*** in writing of any:
      (1) tentative settlement with the owner or driver of an ***uninsured motor vehicle***; or
      (2) settlement offer for the full amount of all available limits of liability for bodily injury liability or property damage liability proposed by or on behalf of the owner or driver of an ***underinsured motor vehicle***; and
   b. give ***us*** a reasonable period of time to make a substitute payment to the ***insured*** in an amount that equals that settlement offer.
2. If a substitute payment is made by ***us***, then:
   a. such payment shall be considered a payment made by or on behalf of the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle***; and
   b. any subsequent recovery from or on behalf of the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle*** shall first be used to repay ***us*** the amount of the substitute payment.

   The decision to make a substitute payment can only be made by ***us***. A substitute payment to an ***insured*** does not reduce or increase the limits of coverage otherwise available to that ***insured*** under this coverage or any other coverage of this policy.
3. If ***we*** elect to not make a substitute payment within a reasonable period of time, then the acceptance of the settlement offer by the ***insured*** shall not be considered to have preju-

diced ***us*** with respect to ***our*** rights of subrogation or reimbursement as to the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle***.

**Deciding Fault and Amount**

1. a. The ***insured*** and ***we*** must agree to the answers to the following two questions:

   (1) Is the ***insured*** legally entitled to collect damages from the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle***?

   (2) If the answer to 1.a.(1) above is yes, then what is the amount of the damages that the ***insured*** is legally entitled to collect from the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle***?

   b. If there is no agreement on the answer to either question in 1.a. above, then the ***insured*** shall:

   (1) file a lawsuit, in a state or federal court that has jurisdiction, against:

   (a) ***us***; and

   (b) any other ***person*** or organization, including the owner or driver of the ***uninsured motor vehicle*** or ***underinsured motor vehicle*** who may still be legally liable to the ***insured*** for the ***insured's*** damages;

   (2) consent to a jury trial if requested by ***us***;

   (3) agree that ***we*** may contest the issues of liability and the amount of damages; and

   (4) secure a judgment in that action. The judgment must be the final result of an actual trial and an appeal, if an appeal is taken.

2. ***We*** are not bound by any:

   a. judgment obtained without ***our*** written consent; and

   b. default judgment against any ***person*** or organization other than ***us***.

3. Regardless of the amount of any award, including any judgment or default judgment, ***we*** are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

**Limits**

1. Bodily Injury

   The Uninsured and Underinsured Motorist Coverage limits for ***bodily injury*** are shown on the Declarations Page under "Uninsured and Underinsured Motorist Coverage – Bodily Injury Limits – Each Person, Each Accident".

   The limit shown under "Each Person" is the most ***we*** will pay for all damages resulting from ***bodily injury*** to any one ***insured*** injured in any one accident, including all damages sustained by other ***insureds*** as a result of that ***bodily injury***. The limit shown under "Each Accident" is the most ***we*** will pay, subject to the limit for "Each Person", for all damages resulting from ***bodily injury*** to two or more ***insureds*** injured in the same accident.

2. Property Damage

   The Uninsured and Underinsured Motorist Coverage limit for ***property damage*** is shown on the Declarations Page under "Uninsured and Underinsured Motorist Coverage – Property Damage Limit – Each Accident". This is the most ***we*** will pay for all ***property damage*** sustained by all ***insureds*** as the result of one accident.

3. These Uninsured and Underinsured Motorist Coverage limits are the most ***we*** will pay regardless of the number of:

   a. ***insureds***;

   b. claims made; or

   c. ***underinsured motor vehicles*** involved in the accident.

4. The most ***we*** will pay as the result of an accident involving an ***underinsured motor vehicle*** is the lesser of:

a. the difference between the applicable limit of liability of this coverage and the amount paid to the ***insured*** in damages by or for any ***person*** or organization who may be legally liable for the ***bodily injury*** or ***property damage***; or

b. the amount of damages for ***bodily injury*** or ***property damage*** sustained by but not recovered by the ***insured***.

**Nonduplication**

***We*** will not pay under Uninsured and Underinsured Motorist Coverage any damages:

1. resulting from an accident involving an ***uninsured motor vehicle*** that have already been paid or that are payable to or for the ***insured***:

   a. by or on behalf of any ***person*** or organization who is or may be held legally liable for the ***bodily injury*** to the ***insured*** or the ***property damage***; or

   b. under any physical damage coverage of this policy; or

2. otherwise payable for economic loss if also paid or payable under this policy or any other ***car*** insurance policy as:

   a. personal injury protection benefits; or

   b. additional personal injury protection benefits.

**Exclusions**

THERE IS NO COVERAGE:

1. Except as provided in the Notice of Tentative Settlement provision, FOR ANY ***INSURED*** WHO:

   a. WITHOUT ***OUR*** WRITTEN CONSENT, SETTLES WITH THE OWNER OR OPERATOR OF AN ***UNINSURED MOTOR VEHICLE*** OR ***UNDERINSURED MOTOR VEHICLE*** WHO MAY BE LIABLE FOR THE ***BODILY INJURY*** OR ***PROPERTY DAMAGE*** AND HURTS OUR RIGHT TO RECOVER FROM SUCH ***PERSON*** OR ORGANIZATION; OR

   b. WITHOUT PRIOR WRITTEN NOTICE TO US, SETTLES WITH ANY OTHER ***PERSON*** OR ORGANIZATION WHO MAY BE LIABLE FOR THE ***BODILY INJURY*** OR ***PROPERTY DAMAGE***;

2. FOR ***YOU***, IF ***YOU*** ARE A NAMED INSURED UNDER A BASIC AUTOMOBILE INSURANCE POLICY ISSUED IN ACCORDANCE WITH N.J.S.A. 39:6A-3.1 AND N.J.A.C. 11:3-3, INCLUDING ANY AMENDMENTS, WHILE ***OCCUPYING*** THE VEHICLE INSURED BY THE BASIC AUTOMOBILE INSURANCE POLICY;

3. FOR ANY ***INSURED*** OTHER THAN ***YOU*** WHO IS A NAMED INSURED OR RELATIVE OF A NAMED INSURED UNDER A BASIC AUTOMOBILE INSURANCE POLICY ISSUED IN ACCORDANCE WITH N.J.S.A. 39:6A-3.1 AND N.J.A.C. 11:3-3, INCLUDING ANY AMENDMENTS;

4. FOR ANY ***RESIDENT RELATIVE*** WHILE ***OCCUPYING*** A VEHICLE OWNED BY OR LEASED TO ***YOU*** AND INSURED UNDER A BASIC AUTOMOBILE INSURANCE POLICY ISSUED IN ACCORDANCE WITH N.J.S.A. 39:6A-3.1 AND N.J.A.C. 11:3-3, INCLUDING ANY AMENDMENTS;

5. FOR THE FOLLOWING FOR ***BODILY INJURY*** OR ***PROPERTY DAMAGE*** CAUSED BY THE OWNER OR DRIVER OF AN ***UNINSURED MOTOR VEHICLE*** TO THE EXTENT THE LIMITS OF LIABILITY OF THIS COVERAGE EXCEED THE MINIMUM LIMITS REQUIRED BY NEW JERSEY LAW FOR LIABILITY COVERAGE:

   a. FOR ***YOU*** WHILE ***OCCUPYING*** A VEHICLE INSURED UNDER ANOTHER POLICY ON WHICH ***YOU*** ARE A NAMED INSURED;

   b. FOR ANY ***PERSON*** OTHER THAN ***YOU*** OR A ***RESIDENT RELATIVE*** IF THAT ***PERSON*** IS A NAMED

INSURED OR RELATIVE OF A NAMED INSURED UNDER ANOTHER POLICY PROVIDING UNINSURED AND UNDERINSURED MOTORIST COVERAGE; OR

c. FOR ANY ***RESIDENT RELATIVE*** IF THAT ***RESIDENT RELATIVE*** IS A NAMED INSURED UNDER ANOTHER POLICY PROVIDING UNINSURED AND UNDERINSURED MOTORIST COVERAGE;

6. FOR THE FOLLOWING FOR ***BODILY INJURY*** OR ***PROPERTY DAMAGE*** CAUSED BY THE OWNER OR DRIVER OF AN ***UNDERINSURED MOTOR VEHICLE***:

   a. FOR ***YOU*** WHILE ***OCCUPYING*** A VEHICLE INSURED UNDER ANOTHER POLICY ON WHICH ***YOU*** ARE A NAMED INSURED;

   b. FOR ANY ***PERSON*** OTHER THAN ***YOU*** OR A ***RESIDENT RELATIVE*** IF THAT ***PERSON*** IS A NAMED INSURED OR RELATIVE OF A NAMED INSURED UNDER ANOTHER POLICY PROVIDING UNINSURED AND UNDERINSURED MOTORIST COVERAGE; OR

   c. FOR ANY ***RESIDENT RELATIVE*** IF THAT ***RESIDENT RELATIVE*** IS A NAMED INSURED UNDER ANOTHER POLICY PROVIDING UNINSURED AND UNDERINSURED MOTORIST COVERAGE;

7. FOR PAIN, SUFFERING AND INCONVENIENCE DUE TO ***BODILY INJURY*** SUSTAINED IN AN ACCIDENT FOR WHICH PERSONAL INJURY PROTECTION BENEFITS ARE PAYABLE TO THE ***INSURED*** unless the tort option provided pursuant to the New Jersey Automobile Reparation Reform Act and as amended applies to the ***insured*** injured in the accident;

8. FOR PROPERTY IN OR STRUCK BY A LAND MOTOR VEHICLE OWNED BY ***YOU*** OR ANY ***RESIDENT RELATIVE***. This does not apply to ***your car*** or a ***newly acquired car***;

9. TO THE EXTENT IT BENEFITS:

   a. ANY WORKER'S COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;

   b. A SELF-INSURER UNDER ANY WORKER'S COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR

   c. DIRECTLY OR INDIRECTLY, ANY INSURER OF PROPERTY;

10. FOR THE FIRST $500 OF ***PROPERTY DAMAGE*** TO PROPERTY OF EACH ***INSURED*** RESULTING FROM ONE ACCIDENT;

11. TO ***PROPERTY DAMAGE*** ARISING OUT OF THE OWNERSHIP, OPERATION, MAINTENANCE OR USE OF A VEHICLE DESCRIBED UNDER ITEM 2. OF "***Uninsured Motor Vehicle*** means a land motor vehicle" UNDER ADDITIONAL DEFINITIONS;

12. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR

13. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

**If Other Uninsured and Underinsured Motorist Coverage or Other Insurance Applies**

1. If the ***insured*** sustains ***bodily injury*** that arises out of the ownership, maintenance or use of an ***uninsured motor vehicle***, and other uninsured motorist coverage applies:

   a. the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability; and

   b. ***we*** are liable only for ***our*** share. ***Our*** share is that per cent of the damages that the limit of liability of this coverage bears to the total of all uninsured

motorist coverage applicable to the accident.

2. If the ***insured*** sustains ***bodily injury*** that arises out of the ownership, maintenance or use of an ***underinsured motor vehicle***, and other underinsured motorist coverage applies, ***we*** are liable only for ***our*** share of the loss. ***Our*** share is that per cent of the damages that the limit of liability of this coverage bears to the total of all underinsured motorist coverage applicable to the accident. However, any underinsured motorist coverage provided by this policy for an ***insured*** who sustains ***bodily injury*** while ***occupying*** a vehicle not owned by ***you*** or any ***resident relative*** shall be excess over other collectible insurance.

3. This coverage applies as excess to any other insurance of any kind that applies to property for which claim is made under this coverage.

**Our Payment Options**

***We*** may, at ***our*** option, make payment to one or more of the following:

1. The ***insured***;
2. The ***insured's*** surviving husband, wife, or partner in a civil union considered valid under New Jersey law;
3. A parent or guardian of the ***insured***, if the ***insured*** is a minor or an incompetent ***person***; or
4. A ***person*** authorized by law to receive such payment.

## PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. Comprehensive Coverage for the vehicles for which "D";
2. Collision Coverage for the vehicles for which "G";
3. Emergency Road Service Coverage for the vehicles for which "H";
4. Car Rental and Travel Expenses Coverage for the vehicles for which "R1"

is shown under "SYMBOLS" on the Declarations Page.

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page for the vehicles to which it applies. The deductible that applies to Collision Coverage is shown on the Declarations Page for the vehicles to which it applies.

**Additional Definitions**

***Covered Vehicle*** means:

1. ***your car***;
2. a ***newly acquired car***;
3. a ***temporary substitute car***;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a ***non-owned car*** while it is:
   a. being driven by an ***insured***; or
   b. in the custody of an ***insured*** if at the time of the ***loss*** it is:
      (1) not being driven; or
      (2) being driven by a ***person*** other than an ***insured*** and being ***occupied*** by an ***insured***; and
6. a ***non-owned trailer*** and a ***non-owned camper*** while it is being used by an ***insured***;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of ***trailers*** and campers must be securely fixed as a permanent part of the ***trailer*** or camper.

***Daily Rental Charge*** means the sum of: