



# New Jersey Property–Liability Insurance Guaranty Association

New Jersey Surplus Lines Insurance Guaranty Fund  
Unsatisfied Claim and Judgment Fund  
Workers' Compensation Security Fund

233 Mount Airy Road ❖ Basking Ridge, New Jersey 07920  
Tel: (908) 382-7100 ❖ Fax: (908) 382-7150  
www.njguaranty.org

## CONDITIONAL ASSIGNMENT OF PERSONAL INJURY PROTECTION BENEFITS & DISCLOSURE REQUIREMENTS (hereinafter “Conditional Assignment”)

**Claimant:** \_\_\_\_\_ **Date of Accident:** \_\_\_\_\_ **Claim Number:** \_\_\_\_\_

PLEASE READ CAREFULLY AS THIS ASSIGNMENT IMPOSES DUTIES AND OBLIGATIONS UPON THE PERSON(S) AND/OR THE ENTITIES WHO SIGN IT

Under your personal injury protection (“PIP”) coverage, the New Jersey Property-Liability Insurance Guaranty Association (“NJPLIGA”) can reimburse you directly for covered expenses. However, if you are being presented with this form, your doctor or other health care provider is asking that your benefits be "assigned" to them so that NJPLIGA may instead pay your provider directly. If you choose to assign your benefits to your doctor or other health care provider, you no longer have the right to file any claim, lawsuit or arbitration against NJPLIGA seeking reimbursement for those benefits. Nothing in this Conditional Assignment authorizes the doctor or other health care provider and/or its agents to pursue a claim for bodily injuries on a patient or claimant’s behalf.

**BY CLAIMANT:** By signing this Conditional Assignment below, I \_\_\_\_\_,  
*(Please Print - Name of Claimant/Patient)*

hereby assign my right to pursue a claim for reimbursement of PIP benefits under the applicable insurance policy or pursuant to the Unsatisfied Claim and Judgment Fund (“UCJF”), N.J.S.A. 39:6-60 et seq., to the doctor or other health care provider (his/her employees, designees, and/or assignees) that has executed this Assignment. This Assignment is expressly contingent upon the doctor or other health care provider agreeing to the terms set forth herein. I acknowledge that the doctor or other health care provider’s failure to honor the obligations set forth below may render this Conditional Assignment null and void. Furthermore, I authorize the release of medical records to NJPLIGA. A photocopy of this document shall be considered as effective and valid as the original.

**BY PROVIDER:** By signing this Conditional Assignment below, I \_\_\_\_\_, on behalf of:  
*(Please Print – Name of Provider/Authorized Representative)*

\_\_\_\_\_  
*(Please Print – Name of Provider)*

assert that I am a representative of the health care provider noted above with the authority to bind the provider to the terms as set forth in this Assignment. I have read the information contained in NJPLIGA’s Decision Point Review Plan (“DPR Plan”), NJPLIGA’s information letter concerning its DPR Plan and this Assignment. As a condition precedent to NJPLIGA’s accepting this assignment of benefits, on behalf of the doctor or other health care provider noted above individually, and on behalf of all medical staff associated with the provider, we collectively understand and agree to abide by the following:

1. To obtain a fully executed Conditional Assignment in order to be paid directly by NJPLIGA for covered services. NJPLIGA’s CONDITIONAL ASSIGNMENT OF PERSONAL INJURY PROTECTION BENEFITS & DISCLOSURE REQUIREMENTS form is the only valid assignment of benefits. A fully executed copy of this Conditional Assignment must be furnished to NJPLIGA upon request.
2. That the Conditional Assignment must be signed by the claimant and the treating health care provider or an agent authorized to act on behalf of the provider. By executing the Conditional Assignment, or having it executed, the treating health care provider agrees to be bound by the terms of the Assignment and other applicable terms, conditions and duties as set forth in all applicable

statutes, rules, regulations and NJPLIGA’s DPR Plan. The treating health care provider agrees that NJPLIGA has the right to reject, terminate or revoke the Conditional Assignment at any time.

3. Consistent with N.J.S.A. 39:6A-13(b), N.J.S.A. 17:33A-1 et seq., or other applicable law, the treating health care provider agrees to the production and inspection of documents, objects and facilities reasonably relevant to or having nexus to the claim being presented. This includes but is not limited to:
  - a. Allowing and providing NJPLIGA or its agent(s) with the authority to inspect original documents and credentialing reasonably relevant to or having nexus to the claim being presented that are in the possession of the treating health care provider, its agent(s), or which can be obtained by the treating healthcare provider or its agent(s) using reasonable efforts.
    - i. Inspections will be made during mutually convenient times but within thirty (30) days of any such request;
    - ii. Upon mutual agreement, the inspection of documents may be waived by NJPLIGA if copies are provided within thirty (30) days of any such request and the copies are determined to be suitable by NJPLIGA for the purposes of its investigation.
  - b. Allowing NJPLIGA or its agent(s) to verify by inspection of the premise(s), or other location(s) where any professional services and/or treatment or therapy were rendered that the equipment in such premise(s) or location(s) matches the services billed. Such inspections will be conducted at a mutually convenient time and date within thirty (30) days of any such request.
4. To cooperate with any investigation conducted by NJPLIGA including, but not limited to, providing interviews, written or recorded statements and examinations under oath on any subjects reasonably related to or having nexus to the claim being presented in accordance with NJPLIGA’s DPR Plan.
5. That Decision Point Review/Precertification by NJPLIGA is only a determination of medical necessity and is not a guaranty of payment. Decision Point Review/Precertification does not confirm or verify eligibility for coverage, statutory benefits or payment. Decision Point Review and Precertification by NJPLIGA shall not be used in litigation in any forum, venue or court proceeding to imply, infer or indicate that payment should be made except as to an issue of medical necessity.
6. To hold harmless the claimant and NJPLIGA for any reduction of benefits caused by the provider’s failure to fully comply with the terms and conditions of the DPR Plan.
7. To irrevocably agree to follow NJPLIGA’s internal appeals processes and to exhaust such processes prior to submitting any unresolved disputes through the New Jersey PIP dispute resolution system pursuant to N.J.S.A. 39:6A-1 et seq.

**I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS ASSIGNMENT AND NJPLIGA’S DPR PLAN. I UNDERSTAND THAT I AM BOUND BY THESE TERMS, AS IS THE PROVIDER, PRACTICE OR FACILITY WHERE THE PROFESSIONAL SERVICES AND/OR TREATMENT IS/WAS PROVIDED. THE PROVIDER IS ALSO BOUND IF HE/SHE HAS AUTHORIZED SOMEONE TO SIGN THIS ASSIGNMENT ON HIS/HER BEHALF.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Claimant/Patient)*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Provider/Authorized Representative)*

**“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.A. 17:33A-6**